

PRELIMINARY JURISDICTIONAL DETERMINATION FORM

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD): June 19, 2013

B. NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:

Will Hagan, PE
HMB Professional Engineers Inc.
3 HMB Circle
US 460
Frankfort, KY 40601

C. DISTRICT OFFICE, FILE NAME, AND NUMBER: CELRL-OP-FS, Woodhill Trunk Sewer Replacement; LRL-2013-568

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:

Lexington Fayette Urban County Government proposes to upgrade the Woodhill Trunk Sewer line to reduce/eliminate sewer overflows and meet the EPA's mandated Capacity Assurance Program.

(USE THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES AT DIFFERENT SITES)

State: KY County/parish/borough: Fayette City: Lexington
Center coordinates of site (lat/long in degree decimal format): Lat. 38.01494° N,
Long. -84.45909° W.

Universal Transverse Mercator:

Name of nearest waterbody: Lexington Reservoir No. 1 and West Hickman Creek

Identify (estimate) amount of waters in the review area:

Non-wetland waters: 1251 linear feet (Stream 1).

Cowardin Class: Riverine

Stream Flow: Perennial

Wetlands: acres.

Cowardin Class:

Name of any water bodies on the site that have been identified as Section 10 waters:

Tidal:

Non-Tidal:

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

Office (Desk) Determination. Date: 06/19/2013

Field Determination. Date(s):

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested

this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable. This preliminary JD finds that there "*may be*" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply - checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:
 - Data sheets prepared/submitted by or on behalf of the applicant/consultant.
 - Office concurs with data sheets/delineation report.
 - Office does not concur with data sheets/delineation report.
 - Data sheets prepared by the Corps:
 - Corps navigable waters' study:
 - U.S. Geological Survey Hydrologic Atlas:
 - USGS NHD data.
 - USGS 8 and 12 digit HUC maps.
 - U.S. Geological Survey map(s). Cite scale & quad name: KY-Lexington East 7.5'.
 - USDA Natural Resources Conservation Service Soil Survey. Citation:
 - National wetlands inventory map(s). Cite name:
 - State/Local wetland inventory map(s):
 - FEMA/FIRM maps:
 - 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
- Photographs: Aerial (Name & Date):
or Other (Name & Date): Provided by consultant
- Previous determination(s). File no. and date of response letter:
- Other information (please specify):

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Sam Sheffler 6/19/2013

Signature and date of
Regulatory Project Manager
(REQUIRED)

[Signature] 6/25/13

Signature and date of
person requesting preliminary JD
(REQUIRED, unless obtaining the
signature is impracticable)

Site number	Latitude	Longitude	Cowardin Class	Estimated amount of aquatic resource in review area	Class of aquatic resource
Stream 2	38.01655	-84.45654	Riverine	295 lft	Intermittent

Applicant: Lexington Fayette Urban County Government	File Number: LRL-2013-568	Date 12/03/2013
Attached is:		See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
X	PRELIMINARY JURISDICTIONAL DETERMINATION	E

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

If you have questions regarding this decision and/or the appeal process you may contact:

Pam Loeffler
US Army Corps of Engineers – Louisville District
PO Box 59
Louisville, KY 40201-0059
(502) 315-6693

If you only have questions regarding the appeal process you may also contact:

U.S. Army Corps of Engineers
ATTN: Appeal Review Officer CELRD-PD-REG
550 Main Street, Room 10524
Cincinnati, OH 45202-3222
TEL (513) 684-6212; FAX (513) 684-2460

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:



STEVEN L. BESHEAR
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
200 FAIR OAKS LANE, 4TH FLOOR
FRANKFORT, KENTUCKY 40601
www.kentucky.gov

LEONARD K. PETERS
SECRETARY

STREAM CONSTRUCTION PERMIT

For Construction In Or Along A Stream

Issued to: LFUCG - Division of Water Quality
Address: 125 Lisle Industrial Ave, Ste 180
Lexington, KY 40511

Permit expires on
February 25, 2015

Permit No. 20722

In accordance with KRS 151.250 and KRS 151.260, the Energy and Environment Cabinet approves the application dated **January 14, 2014** for the **Woodhill Trunk Sewer Replacement - replacement of approximately 5,000 LF of gravity sewer lines in the floodplain of West Hickman Creek, with coordinates 38.014525, -84.459631, in Fayette County. AI: 64740**

There shall be no deviation from the plans and specifications submitted and hereby approved unless the proposed change shall first have been submitted to and approved in writing by the Cabinet. This approval is subject to the attached limitations. **Please read these limitations carefully!** If you are unable to adhere to these limitations for any reason, please contact this office prior to construction.

This permit is valid from the standpoint of stream obstruction only. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal and local agencies. Specifically if the project involves work in a stream, such as bank stabilization, dredging, relocation, or in designated wetlands, a 401 Water Quality Certification from the Division of Water will be required.

This permit is nontransferable and is not valid unless actual construction of this authorized work is begun prior to the expiration date noted above. Any violation of the Water Resources Act of 1966 as amended is subject to penalties as set forth in KRS 151.990.

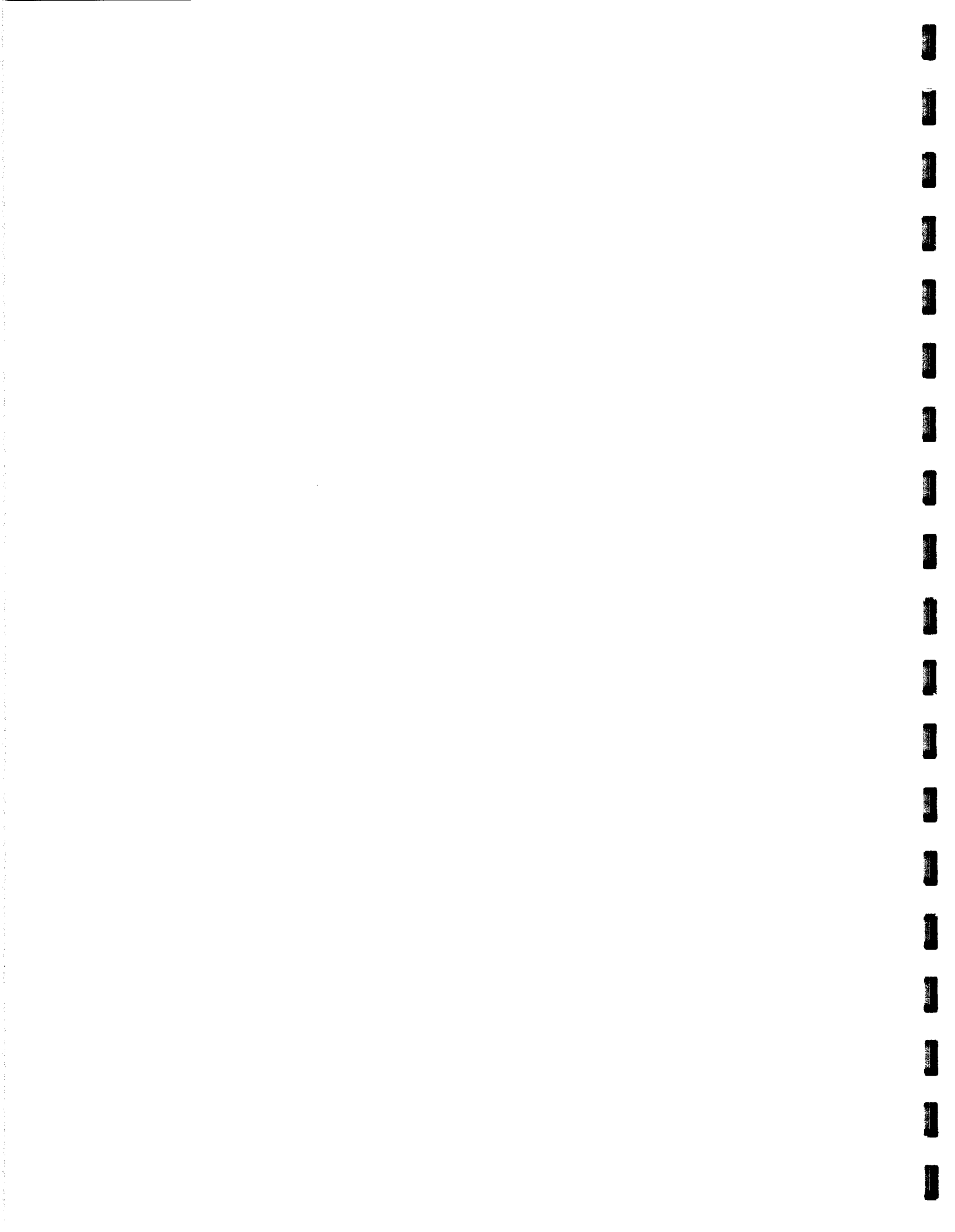
If you have any questions regarding this permit, please call Mr. Ross Bishop at (502) 564-3410.

Issued February 25, 2014.

Todd Powers, P.E., Supervisor
Floodplain Management Section
Surface Water Permit Branch

TAP/RB/kec

pc: Frankfort Regional Office
Brad Frazier - LFUCG Floodplain Coordinator
Ray Bascom, PE (by email)
File



Stream Construction Permit

East Hickman Pump Station

Facility Requirements

Permit Number: 20722

Activity ID No.: APE20140001

STRC0000000006 (Sewer Line) Replacement of approximately 5,000 LF of gravity sewer lines - Woodhill Trunk Sewer Replacement:

Submittal/Action Requirements:

Condition No.	Condition
S-1	Lexington Fayette Urban County Government- Division of Water Quality (LFUCG) must submit final construction report: Due within 90 days after completion of construction Lexington Fayette Urban County Government- Division of Water Quality (LFUCG) must certify in writing that the project has been completed in accordance with the approved plans and specifications. A Final Construction Report Form is enclosed. [401 KAR 4:060 Section 6]

Narrative Requirements:

Condition No.	Condition
T-1	The issuance of this permit by the cabinet does not convey any property rights of any kind or any exclusive privilege. [KRS 151.250 & 401 KAR 4:060]
T-2	This permit is issued from the standpoint of stream obstruction only and does not constitute certification of any other aspect of the proposed construction. The applicant is liable for any damage resulting from the construction, operation, or maintenance of this project. This permit has been issued under the provisions of KRS Chapter 151.250 and regulations promulgated pursuant thereto. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal and local agencies. [KRS 151.250]
T-3	A copy of this permit must be available at the construction site. [KRS 151.250]
T-4	Any work performed by or for Lexington Fayette Urban County Government- Division of Water Quality (LFUCG) that does not fully conform to the submitted application or drawings and the limitations set forth in this permit, is subject to partial or total removal and enforcement actions pursuant to KRS 151.280 as directed by the Kentucky Department for Environmental Protection. [KRS 151.280]
T-5	Any design changes or amendments to the approved plans must be submitted to the Division of Water and approved in writing prior to implementation. [KRS 151.250]
T-6	At no point below the base flood elevation 977 feet MSL shall the use of construction materials or the permanent storage of materials subject to flood damage be allowed. [401 KAR 4:060]
T-7	The permittee must obtain a Water Quality Certification (or a determination that none is required) through the Division of Water, Water Quality Branch before beginning construction. Contact the Water Quality Certification Supervisor at (502) 564-3410. [KRS 224.16-050 & Clean Water Act Section 401]

Stream Construction Permit

East Hickman Pump Station

Facility Requirements

Permit Number: 20722

Activity ID No.: APE20140001

STRC0000000006 (continued):

Narrative Requirements:

Condition No.	Condition
T-8	Erosion prevention measures, sediment control measures, and other site management practices shall be designed, installed, and maintained in an effective operating condition to prevent migration of sediment off site. [KRS 224.70-110]
T-9	To avoid secondary adverse impacts, all materials used shall be stable and inert, free from pollutants and floatable objects, and shall meet all appropriate engineering standards. (Inert here means materials that are not chemically reactive and that will not rot or decompose, such as soil, rock, broken concrete or similar materials.). [401 KAR 4:060 Section 7]
T-10	Stream bank restoration and stabilization shall be limited to that necessary to restore the stream bank as closely as possible to its original location and configuration, and shall be completed without compromising the conveyance capacity of the stream at any time. [401 KAR 4:060]
T-11	All debris and excess material shall be removed for disposal outside of the base floodplain. [401 KAR 4:060]
T-12	Upon completion of construction all disturbed areas shall be seeded and mulched or otherwise stabilized to prevent erosion. [401 KAR 4:060]
T-13	The entry of mobile equipment into the stream channel shall be limited as much as reasonably possible to minimize degradation of the waters of the Commonwealth. [401 KAR 4:060]
T-14	Construction other than as authorized by this permit shall require written approval from the Division of Water. [401 KAR 4:060]
T-15	The existing stream flow shall be maintained at all times during construction using standard flow diversion or pump around methods. Cofferdams or other structures placed in the stream shall be removed immediately if adverse flooding conditions result or if a flooding event is imminent. [401 KAR 4:060 Section 4]



STEVEN L. BESHEAR
GOVERNOR

HMB Professional
Engineers, Inc.
AUG 13 2014

KO
JLH
Tony

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
200 FAIR OAKS LANE, 4TH FLOOR
FRANKFORT, KENTUCKY 40601
www.kentucky.gov

August 5, 2014

Mr. Doug Baldwin, P.E.
Lexington Fayette Urban Co Government
125 Lisle Industrial Ave, STE 180
Lexington, KY 40511

4195-00

RE: CWL13007, A13-003
Lexington West Hickman WWTP--2295
Woodhill Trunk Sewer Replacement
Activity ID: FGL20130023

Dear Mr. Baldwin:

The Kentucky Division of Water (DOW) has reviewed for completeness and adequacy the construction plans and specifications submitted for the above referenced contract(s). The DOW now approves these plans and specifications with respect to sanitary features of design in accordance with the requirements contained in the attached construction permit. The approval conditions and a list of contract items are included.

We are enclosing one (1) set of approved plans and specifications. An identical set should be made available at the project site at all times. If modifications are made to these plans and specifications before bidding, four (4) complete sets of as-bid plans and specifications must be submitted to the DOW for approval. A second DOW construction approval must be issued by separate correspondence before proceeding with advertising for bids. Any red line changes that were made by DOW personnel on the approved plans shall be incorporated into the bid set plans unless an alternative is approved.

You may now advertise for bids on the construction of this project. In addition to other notifications, this project must be advertised in the newspaper of the largest daily circulation in the project area.

You are cautioned not to advertise unless you have a proper wage decision. The Federal Davis-Bacon wage rates and Kentucky prevailing wage rates are applicable for this project. Please contact all other funding sources for their requirements pertaining to federal or state wage rates.

You are reminded that the construction contracts are subject to the equal employment opportunity requirements contained in Executive Order 11246. Equal employment opportunity affirmative action by the prime contractors and all subcontractors is mandated throughout the duration of the contract. Documentation of efforts to comply with Executive Order 11246, Equal Employment Opportunity is required to be kept by the borrower.

Review the attached Project Review and Cost Summary form for details of the information to be collected and retained in your files or to be submitted to DOW for review and approval. This form must be completed, signed by the recipient, and with the necessary information be then forwarded to the DOW. This signature will certify that all the information to be retained by the recipient has been secured and is available for review by the Division at the pre-construction conference. The required information must be approved by the DOW before executing any contracts.

Along with the Project Review and Cost Summary form, the following items must be submitted to the DOW for review and approval before executing any contracts:

- The bid advertisement
- Revised Project Budget
- Certified bid tabulation
- Documentation of compliance with DBE Good Faith Effort in accordance with 40 CFR 33.301

These items will be reviewed as a part of the Authority to Award process. The DOW will authorize you to award the contracts once these documents are approved

After the Notice to Proceed is signed, the DOW will need a copy of the executed contract documents, including plans and specifications.

Changes orders will require approval from the DOW before payment can be authorized from the State Revolving Fund. Submission of plans and specifications may be required for change order work.

Upon completion of the project, as-built drawings shall be provided to the DOW. As-builts shall be stamped, signed and dated by a professional engineer. A written certification stating that the project was constructed according to the approved plans shall be provided to the DOW by a professional engineer.

The construction permit included in this letter has been issued under the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Issuance of this approval does not relieve the applicant from the responsibility of obtaining any other approvals, permits or licenses required by this Cabinet and other state, federal and local agencies.

You are cautioned that the advertisement and award of this contract will be subject to the laws and regulations that govern the State Revolving Fund (SRF) and to the conditions of your loan agreement. If we can be of further assistance, please call me, Project Engineer, at (502) 564-3410, extension 4832.

Sincerely,



Greg Goode, P.E.
Engineering Section
Water Infrastructure Branch
Division of Water

Enclosures

Approval Conditions
Project Review and Cost Summary Form
(1 set plans and specification)

C: HMB, Raymond Bascom, P.E. ✓
Kentucky Infrastructure Authority
Cabinet for Economic Development
Fayette County Health Department
Division of Plumbing

CWL13007, A13-003
Lexington Fayette Urban Co Government

SRF ELIGIBLE ITEMS:

Contract No. 1:

- 1,387 LF of 30" Sanitary Sewer Pipe
- 1,013 LF of 27" Sanitary Sewer Pipe
- 685 LF of 24" Sanitary Sewer Pipe
- 17 LF of 21" Sanitary Sewer Pipe
- 1012 LF of 18" Sanitary Sewer Pipe
- 715 LF of 14" Sanitary Sewer Pipe
- 14 LF of 12" Sanitary Sewer Pipe
- 67 LF of 8" Sanitary Sewer Pipe
- All associated appurtenances

APPROVAL CONDITIONS:

- **Complete and return the attached Project Review and Cost Summary Form**
- **Provide Clear Site Certificates no later than the preconstruction conference**
- **See attached construction permit conditions**

CLEAN WATER SRF DRINKING WATER SRF
EPA GRANT
PROJECT REVIEW AND COST SUMMARY

THIS QUESTIONNAIRE/CHECK SHEET IS FURNISHED AS AN ADMINISTRATIVE AID AND IS REQUIRED FOR USE IN SUPPLYING INFORMATION AND DOCUMENTS, REPORTING MINOR CHANGES AND PROJECT STATUS. THE INFORMATION AND DOCUMENTS SHOULD BE SUBMITTED TO DOW AS SOON AS POSSIBLE AFTER BID OPENING.

SECTION 1.

1. Project Name _____ Project Number _____
2. Changes: Have there been any changes in the project since DOW's approval of the plans and specifications?
- Yes No Construction Drawings. If yes, submit revised drawings and addenda. See Note*
- Yes No Specifications. If yes, submit addenda. See Note*
- *Note: **Prior approval is required for changes in design, scope, type of treatment, size, capacity, time to complete the project, etc. Changes, which result in increase in the amount of a contract, must be procured in accordance with state and federal requirements, as applicable.**
- Yes No Site Changes. If so, new Clear Site Certificates are required prior to start of construction.
- Yes No Authorized Representative (Mayor, City Manager, etc.). If so, provide name and title.

SECTION 2.

Date Bids Opened: _____ Date Bids Expire: _____

1. The following items should be submitted to DOW after bid opening:
- A. Executed Project Review & Cost Summary Form (this form).
 - B. Original bid advertisement or copy of advertisement with affidavit of publication.
 - C. Revised Budget (copies attached, use appropriate form).
 - D. Certified Bid Tabulations with engineer's seal.
 - E. DBE Documentation (See Attachment No. 12 of the Supplemental General Conditions (SGC));
 - Disadvantaged Business Enterprise Participation Policy from the successful low bidder with DBE certifications and executed subcontracts with DBEs or letters of intent signed by both parties; and documentation on the level of effort taken to obtain DBEs including copies of correspondence with DBE contractors, requesting quotes and copies of any advertisements

soliciting DBE contractors, copies of returned envelopes and certified mail receipts, telephone log, etc.

- Bidder's List Form from recipient and successful bidder.
- EPA Form 6100-3 from DBE subcontractors.
- EPA Form 6100-4 from successful bidder.

2. The following items must be submitted to DOW at the Pre-construction Meeting:

- A. Executed Contract Documents (once contract is signed).
- B. Notice of Award, Notice To Proceed, Bid Bond, Payment Bond, and Performance Bond.
- C. Contractor's Certification Regarding Lobbying (See Attachment No. 11 in the SGC).
- D. Contractor's Debarred Firm Certification (See Attachment No. 10 in the SGC).

3. A copy of the items identified in Section 2.1 and Section 2.2, above, and the following must be retained by the owner. This documentation is subject for review, by DOW, at the time of the pre-construction conference.

- A. Name and qualifications of the proposed resident inspector(s).
- B. Proposal of the successful bidder(s).
- C. EEO documentation required by Executive Order 11246 as amended. Items 1 through 11 (See Attachment No. 7 in the SGC), is required for all contracts over \$10,000 except supplier contracts. Supplier contracts require:
 - 1. Name, address, and telephone number.
 - 2. Materials to be supplied and dollar value.

For contracts below \$10,000, the same information required for supplier contracts must be submitted.

- D. Engineer's letter to the loan recipient recommending award of the contract. Letter must include a description of work, dollar amount, and name of the low bidder. If award is recommended to be made to other than the low bidder, a justification indicating why the low bidder is not responsive or responsible.
- E. Contractor project construction schedule and payment schedule.
- F. Applicable wage rate determination letter.
- G. Tentative Award Resolution.

4. Comments: _____

I hereby certify that all documentation outlined in Section 2.1, 2.2 and 2.3 will be retained in our project files and all documentation outlined in Section 2.1 has been submitted to DOW and all documentation outlined in Section 2.2 will be submitted to DOW during the Pre-con meeting.

Date: _____

Signature of Authorized Representative

Name and Title

Attachment

Clean Water SRF Project Cost Summary

Project Title: _____ WRIS#: SX

Project Budget: Estimated As Bid Revised

Cost Classification	CWSRF KIA Loan	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1 Administrative Expenses									
2 Legal Expenses									
3 Land, Appraisals, Easements									
4 Relocation Expenses & Payments									
5 Planning									
6 Engineering Fees - Design									
7 Engineering Fees - Construction									
8 Engineering Fees - Inspection									
9 Engineering Fees - Other									
10 Construction									
11 Equipment									
12 Miscellaneous									
13 Contingencies									
Total									

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
Total		

Local Funding Sources	Amount	Date Committed
1		
2		
3		
Total		

Construction Cost Categories	Funding Source	Total Cost
(I) WWTP Secondary Portion		
(II) WWTP Advanced Portion		
(III) Inflow and Infiltration Correction		
(IIIB) Major Sewer Rehabilitation		
(IVA) Collector Sewers		
(IVB) Interceptor Sewers including Pump Stations		
(V) Combined Sewer Overflow Correction		
Total Construction Costs		

Total Funding _____

Drinking Water SRF Project Cost Summary

Project Title: _____ WRIS#: WX

Project Budget: Estimated As Bid Revised

Cost Classification	DWSRF KIA Loan	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1 Administrative Expenses									
2 Legal Expenses									
3 Land Appraisals, Easements									
4 Relocation Expenses & Payments									
5 Planning									
6 Engineering Fees - Design									
7 Engineering Fees - Construction									
8 Engineering Fees - Inspection									
9 Engineering Fees - Other									
10 Construction									
11 Equipment									
12 Miscellaneous									
13 Contingencies									
Total									

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
Total		

Local Funding Sources	Amount	Date Committed
1		
2		
3		
Total		

Cost Categories	Funding Source	Total Cost
Treatment		
Transmission and Distribution		
Source		
Storage		
Purchase of Systems		
Restructuring		
Land Acquisition		
Total Costs		

Total Funding _____

EPA SPECIAL APPROPRIATION GRANTS

ATTACHMENT TO SECTION B – BUDGET CATEGORIES – PER FUNDING SOURCES

OBJECT CLASS CATEGORIES	EPA GRANT	LOCAL	OTHER	OTHER	TOTAL
a. Administrative and legal expenses					
b. Land structures, right-of-way, appraisals					
c. Relocation expenses & payments					
d. Equipment					
e. Engineering fees (Planning)					
f. Engineering fees (Design)					
g. Engineering fees (Construction Administration)					
h. Engineering fees (Resident Inspection)					
i. Other engineering fees					
j. Construction					
k. Miscellaneous					
l. Contingencies (10% of lines d & j)					
TOTAL PROJECT COSTS					



Sewer Line Construction
Lexington West Hickman WWTP
Facility Requirements

Activity ID No.: APE20140010

Submittal/Action Requirements:

Condition No.	Item ID	Condition
S-1	GACT43 (West Hickman WWTP)	When this project is completed, the applicant shall submit written certification: Due 30 calendar days after Completion of Construction to the Division of Water that the facilities have been constructed and tested in accordance with the approved plans and specifications and the approval conditions. Such certification shall be signed by a registered professional engineer. Failure to certify may result in penalty assessment and/or future approvals being withheld. [401 KAR 5:005 Section 24(2)]

Narrative Requirements:

Condition No.	Item ID	Condition
T-1	GACT43 (West Hickman WWTP)	The plans and specifications submitted for the project are approved by the Department of Environmental Protection as to sanitary features, subject to the requirements contained within the permit. [401 KAR 5:005 Section 24(3)]
T-2	GACT43 (West Hickman WWTP)	Authority to construct these sewers is hereby granted. This approval is issued under the provisions of KRS Chapter 224.10.100 for the regulations promulgated pursuant thereto. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any permits or licenses required by this cabinet and other state, federal, and local agencies. [401 KAR 5:005 Section 24(3)(c)(2)]
T-3	GACT43 (West Hickman WWTP)	A permit to construct a facility shall be effective and valid for twenty-four (24) months upon issuance unless otherwise conditioned. If construction has not commenced within twenty-four (24) months following a permit's issuance, a new permit shall be obtained before construction may begin. [401 KAR 5:005 Section 24(1)]
T-4	GACT43 (West Hickman WWTP)	The permit is issued to the applicant, and the permittee shall remain the responsible party for compliance with all applicable statutes and administrative regulations until a notarized applicable change in ownership certification is submitted and the transfer of ownership is acknowledged by the cabinet. [401 KAR 5:005 Section 28(1)]
T-5	GACT43 (West Hickman WWTP)	The issuance of a permit by the cabinet does not convey any property rights of any kind or any exclusive privilege. [401 KAR 5:005 Section 24(5)]

Sewer Line Construction
Lexington West Hickman WWTP
Facility Requirements

Activity ID No.: APE20140010

Narrative Requirements:

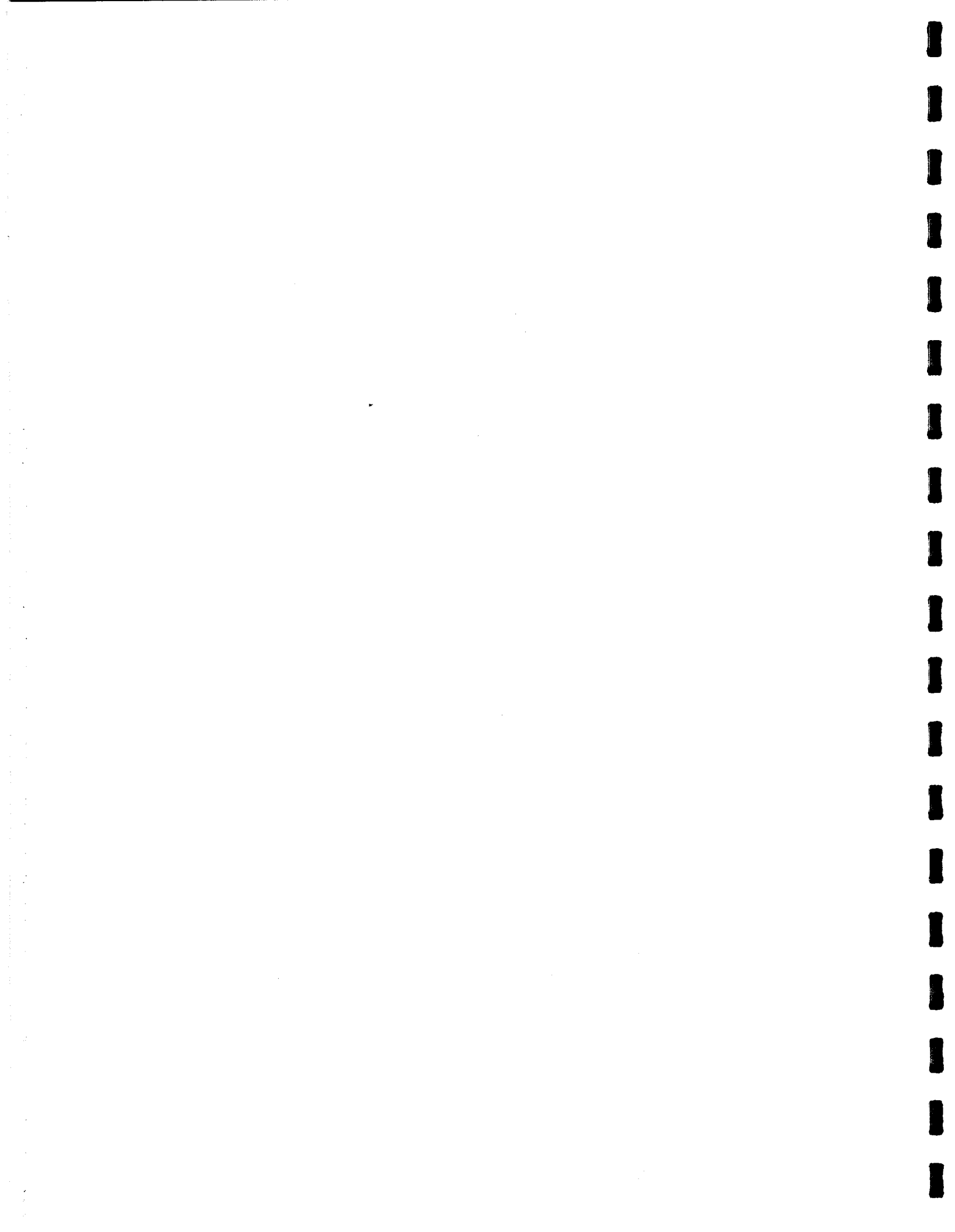
Condition No.	Item ID	Condition
T-6	GACT43 (West Hickman WWTP)	There shall be no deviations from the plans and specifications submitted with the application or the conditions specified, unless authorized in writing by the cabinet. [401 KAR 5:005 Section 24(3)(b)1]
T-7	GACT43 (West Hickman WWTP)	For subfluvial pipe crossings, a floodplain construction permit will not be required pursuant to KRS 151.250, if the following requirements of 401 KAR 4:050 Section 2 are met: 1) During the construction of the crossing, no material may be placed in the stream or in the flood plain of the stream to form construction pads, coffer dams, access roads, etc., unless prior approval has been obtained from the cabinet. 2) The trench shall be backfilled as closely as possible to the original contour. All excess material from construction of the trench shall be disposed of outside of the flood plain, unless the applicant has received prior approval from the cabinet to fill within the flood plain. 3) For subfluvial crossings of erodible channels, there shall be at least thirty (30) inches of clear cover above the top of the pipe or conduit at all points. 4) For subfluvial crossings of nonerodible channels, there shall be at least six (6) inches of clear cover above the top of the pipe or conduit at all points, and the pipe or conduit shall be encased on all sides by at least six (6) inches of concrete. 5) The weight of a pipe and its contents during normal operating conditions at all points must exceed that of an equal volume of water, or the applicant must provide the division with sufficient information to show that the pipe and joints have sufficient strength. Contact the Floodplain Management Section of the Surface Water Permits Branch at (502) 564-3410 with any question on these requirements. [KRS 151.250 & 401 KAR 4:060]
T-8	GACT43 (West Hickman WWTP)	If any portion of the sewer project will be constructed in or along a stream or wetland, contact the Water Quality Certification Section, located within the Water Quality Branch, at 502-564-3410, to determine if a 401 certification will be required. [KRS 224.16-050]
T-9	GACT43 (West Hickman WWTP)	Facilities shall be designed and constructed in accordance with the "Recommended Standards for Wastewater Facilities" of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers, commonly referred to as "Ten States' Standards", 2004 edition. [401 KAR 5:005 Section 7(1)(a)]
T-10	GACT43 (West Hickman WWTP)	Gravity sewer lines and force mains shall be designed and constructed to give mean velocities, when flowing full, of not less than two (2) feet per second. Velocity calculations shall incorporate roughness coefficients pursuant to 401 KAR 5:005 Section 8(8). [401 KAR 5:005 Section 8(8)]

Sewer Line Construction
 Lexington West Hickman WWTP
 Facility Requirements

Activity ID No.: APE20140010

Narrative Requirements:

Condition No.	Item ID	Condition
T-11	GACT43 (West Hickman WWTP)	Sewer line pipe material, joints, fittings, and installation shall conform to the latest ASTM specifications. [Ten States (WW) 33.2.33(9)]
T-12	GACT43 (West Hickman WWTP)	Gravity sewer lines and force mains shall have a minimum of thirty (30) inches of cover or provide comparable protection. [401 KAR 5:005 Section 8(9)]
T-13	GACT43 (West Hickman WWTP)	Sewer lines crossing water mains shall be laid to provide a vertical distance of eighteen (18) inches between the outside of the water main and the outside of the sewer line. This shall be the case where the water main is either above or below the sewer line. The crossing shall be arranged so that the sewer line joints are equidistant and as far as possible from the water main joints. Where a water main crosses under a sewer, adequate structural support shall be provided for the sewer line to prevent damage to the water main. [Ten States (WW) 38.32]
T-14	GACT43 (West Hickman WWTP)	Sewer lines shall be laid at least ten (10) feet horizontally from any existing or proposed water main. The distance shall be measured from edge to edge. [Ten States (WW) 38.31]
T-15	GACT43 (West Hickman WWTP)	If gravity sewer lines and force mains are to be constructed in fill areas, the fill areas shall be compacted to ninety-five (95) percent density as determined by the Standard Proctor Density test or to a minimum of ninety (90) percent density as determined by the Modified Proctor Density test prior to the installation of the sewer lines. [401 KAR 5:005 Section 8(10)]
T-16	PORT96 (West Hickman WWTP)	The integrity of a new gravity sewer line shall be verified by either the infiltration-exfiltration or low pressure air testing method, and a deflection test shall be performed, if using flexible pipe. The deflection test shall be performed after the final backfill has been in place for at least thirty (30) days with no pipe exceeding a deflection of five (5) percent. Additionally, each new manhole shall be tested for water tightness. [401 KAR 5:005 Section 8(6)(a)]
T-17	PORT96 (West Hickman WWTP)	The entrance of groundwater into or loss of waste from a new gravity sewer line shall be limited to two-hundred (200) gpd per inch of diameter per mile of the gravity sewer line. This limitation includes manholes, gravity sewer lines, and appurtenances. [401 KAR 5:005 Section 8(5)]





TRANSPORTATION CABINET

Steven L. Beshear
Governor

Department of Highways District 7 Office
763 West New Circle Rd., Building 2
Lexington, KY 40512
(859) 246-2355

Michael W. Hancock, P.E.
Secretary

Doug Baldwin
Lexington Fayette Urban Co. Govt.
200 East Main Street
Lexington, Kentucky 40507

Subject: Fayette County MP 034-0004-014.600
KY 0004 (New Circle Road)
Lexington Fayette Urban Co. Govt.
Utility(APP NO 07-2013-00501)

Dear Applicant:

Attached is your application for a permit that has been approved by the Department of Highways.

Please see that work is done in conformity with permit and applicable conditions. If you have any questions, please contact Daniel Kucela, Permit Engineer, at (859) 246-2355.

Sincerely,

12/18/13
Date

Kelly A. Baker, P.E.
Branch Manager Engineering Support

KAB/mb
Attachments



TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
 - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
 - B. **PAYMENT BOND:** At the discretion of the Department, a payment bond will be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
 - C. **LIABILITY INSURANCE:** Liability will be required of the permittee (in an amount approved by the Department) to cover all liabilities associated with the encroachment.
 - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit will be given to the applicant and shall be made readily available for review at the worksite at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, and/or add signs, auxiliary lanes, or other corrective measures, reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, modifications, additions, relocations, and/or other corrective measures must be completed will be specified in the notice.
9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns, and/or the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.
10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____, subscribed and sworn by _____ on this date _____.
11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.
12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agrees as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.
13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, shall defend, protect, indemnify and save harmless the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department may and shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.
17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
20. Permittee, its successors and assigns, agrees to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.



Kentucky Transportation Cabinet
 Department of Highways
 Permits Branch

TC 99-1 (B)
 1/2012
 Page 1 of 1

ENCROACHMENT PERMIT

KEPTS No.: A07-2013-00501

 Permittee: Lexington Fayette Urban County Govt.

 Latitude: 38.016495

 Longitude: -84.457097

 Completion Date: 7/1/2014

Coordinates provided on the TC 99-1(B) are the approved location for this permit

Indemnities		
Type	Amount Required	Tracking Number
Performance Bond	5000.00	
Payment Bond	0	
Liability Insurance	0	

This permit has been:

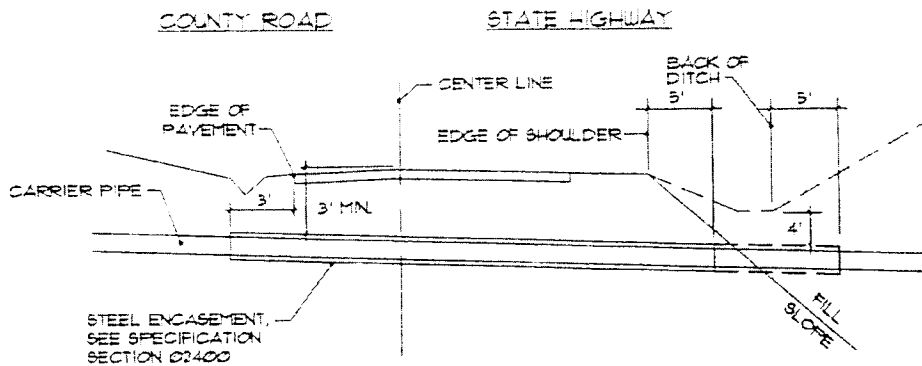
APPROVED DENIED

KellyA Baker Engineer Branch Manager

NAME *Kelly Baker* **TITLE**
 KellyA Baker 12/11/2013

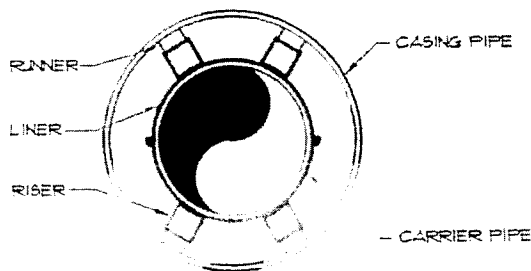
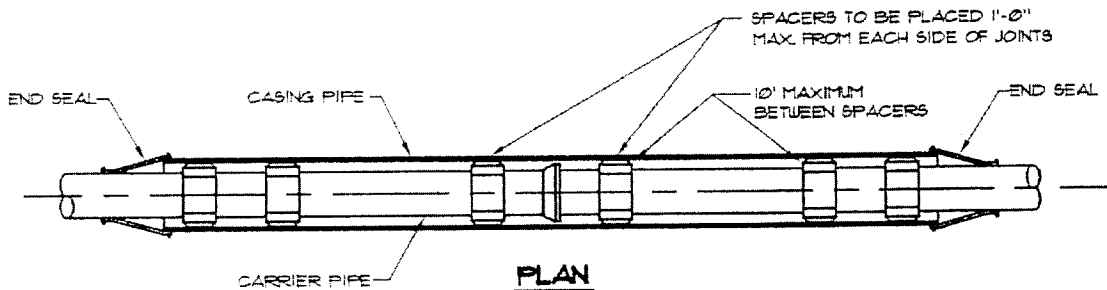
SIGNATURE **DATE**

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present.



TYPICAL ROAD CROSSING

SCALE : NTS



ENCASEMENT PIPE SPACER

SCALE : NTS

TYPICAL ROAD CROSSING NOTES:

- 1. SEE SPECIFICATION SECTION 02400-BORING AND JACKING FOR MATERIAL AND INSTALLATION REQUIREMENTS

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
WOODHILL TRUNK SEWER REPLACEMENT
LFUCG BID No. , RMP ID No. WH16
BORING & JACKING DETAILS**



SCALE : NTS

DATE : OCT. 2013

DRAWN BY : SAB

CHECKED BY : RCB



SECTION 02400 - BORING AND JACKING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, equipment and services required to furnish and install all bored and jacked carrier pipes in encasement pipes under railroad and highway crossings as shown on the Drawings and/or specified herein.

1.02 SUBMITTALS

- A. Descriptive literature, catalog cuts, or dimensional prints clearly indicating all dimensions and materials of construction, shall be submitted on all items specified herein to the Engineer for review before ordering. The submitted documents shall provide information indicating that the materials are in conformance with the Contract Documents.
- B. At the time of submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the submittals may have from the requirements of the Contract Drawings and Specifications.

PART 2 - PRODUCTS

2.01 CARRIER PIPE

- A. Carrier pipe shall be as specified in Section 02532 - Sewage Collection Lines or Section 02531 - Sewage Force Mains.

2.02 CASING PIPE

- A. Casing pipe shall be steel, plain end, have a minimum yield point strength of 35,000 psi and conform to ASTM A 252 Grade 2 or ASTM A 139 Grade B without hydrostatic tests. The steel pipe shall have welded joints and be in at least 18 foot lengths. The exterior of the casing pipe shall be coal tar epoxy coated.
- B. The diameter of the casing pipe shall be as follows:

Carrier Pipe Nominal Diameter (Inches)															
4	6	8	10	12	14	15	16	18	20	21	24	27	30	33	36
Casing Pipe Nominal Diameter (Inches)															
10	12	16	18	20	24	24	30	30	30	36	36	38	42	46	48

For carrier pipe sizes greater than 36-inches nominal diameter, the casing pipe diameter size shall be determined by the Engineer or as shown on the Contract Drawings.

C. The wall thickness of the casing pipe shall be as follows:

Carrier Pipe Nominal Diameter (Inches)							
Under 20	20 & 22	24	30	36	38	42	48
Casing Pipe Nominal Thickness (Inches)							
0.250	0.281	0.312	0.406	0.469	0.500	0.562	0.625

However, should casing pipe thickness be specified or required on Highway or Railroad permit approval sheets, said permit thickness requirement shall govern. Permit approval sheets will be made available to the Contractor.

2.03 CASING SPACERS

- A. **Stainless Steel Casing Spacers:** Stainless steel casing spacers shall be bolt-on style with a shell made in two (2) sections of heavy T-304 stainless steel. Connecting flanges shall be ribbed for extra strength. The shell shall be lined with a PVC liner .090" thick with 85-90 durometer. All nuts and bolts are to be 18-8 stainless steel. Runners shall be made of ultra high molecular weight polymer with inherent high abrasion resistance and a low coefficient of friction. Runners shall be supported by risers made of heavy T-304 stainless steel. The supports shall be mig welded to the shell and all welds shall be fully passivated. Stainless steel casing spacers shall be made by Cascade Waterworks Mfg. Co., or equal.
- B. **Solid Polyethylene Casing Spacers (to be used with PVC pipe only):** Solid polyethylene casing spacers shall be bolt-on style with a shell made in two (2) sections. Carrier pipe shall be wrapped with rubber strap inside casing space to prevent slippage. All nuts and bolts are to be 18-8 stainless steel. Solid polyethylene casing spacers shall be made by Calpico Inc., Advance Products & Systems, Inc., or equal.

2.04 CASING END SEALS

- A. **Wrap-around end seals -** Wrap-around end seals shall be made of a waterproof flexible coal tar membrane reinforced with fiberglass, or synthetic rubber. The two exposed edges of the wrap-around seal shall be adhesively bonded forming a watertight seal. The ends of the wrap shall be sealed on the casing and carrier pipe by stainless steel bands. Wrap-around end seals shall be made by Calpico Inc., Advance Products & Systems, Inc., or equal.

PART 3 - EXECUTION

3.01 CROSSINGS - GENERAL

- A. **Steel casing pipe for crossings** shall be bored and/or jacked (or open cut installed where indicated on the Drawings) into place to the elevations shown on the drawings. All joints between lengths shall be solidly butt-welded with a smooth non-obstructing joint inside. The casing pipe shall be installed without bends. The carrier pipe shall be installed after the casing pipe is in place, and shall extend a minimum of two (2) feet beyond each end of the casing to facilitate making joint connections. The carrier shall be braced and centered with casing spacers within the casing pipe to preclude possible flotation. Casing spacers shall be installed a maximum of eight (8) feet apart along the length of the carrier pipe within the casing pipe, within two (2) feet of each side of a pipe joint, and the rest evenly spaced. The

height of the supports and runners combined shall be sufficient to keep the carrier pipe at least 0.75" from the casing pipe wall at all times. Manufacturer's recommendations may govern these requirements.

- B. At each end of the casing pipe, the carrier pipe shall be sealed with casing end seals. The end seals shall extend a minimum of 12 inches in each direction from the end of the casing pipe.
- C. Wood skids are not an acceptable method of supporting the carrier pipe.

3.02 CROSSING - RAILROAD

- A. All sewer line crossings of railroads shall be prominently marked at railroad right-of-way lines, on both sides of the track crossing, by durable, fiberglass line markers located over the center of the sewer line. When possible, signs shall be located so that when standing at one sign, the other marker is visible. Signs shall show the following:
 - 1. Name and address of Owner.
 - 2. Contents of pipe.
 - 3. Pressure in pipe.
 - 4. Pipe depth below grade at point of sign.
 - 5. Emergency telephone number in event of pipe rupture.
- B. Contractor must adhere to all safety requirements of the Railway line involved in the crossing.
 - 1. All operations shall be conducted so as to not interfere with, interrupt, or endanger the operation of trains nor damage, destroy, or endanger the integrity of railroad facilities. Operations will be subject to inspection at any and all time.
 - 2. All cranes, lifts, or other equipment that will be operated in the vicinity of the railroad's electrification and power transmission facilities shall be electrically grounded in an approved manner.
 - 3. Whenever equipment or personnel are working closer than fifteen (15) feet from the centerline of an adjacent track, that track shall be considered as being obstructed. Operations closer than fifteen (15) feet from the centerline of the track shall be conducted only with the permission of, and as directed by, a duly qualified railroad employee present at the site of the work.
 - 4. Crossing the tracks at grade by equipment and personnel is prohibited except by prior arrangement with, and as directed by, the railroad line. A separate permit must be obtained, by the Contractor, for any "at grade" crossing of the tracks.
- C. All railroad costs incurred by the Railway line due to work associated with the crossing (inspection, flagging, track work, etc.) shall be paid by the Owner. However, it is the Contractor's responsibility to coordinate the work with the Railway.
- D. Contractor shall notify the Railway line's area engineer a minimum of 14 working days prior to desired start of construction.

3.03 BORING AND JACKING

- A. The Contractor shall excavate his own pits, as he may deem necessary, and will set his grade which shall be checked by the Engineer. Permits, as required, will be furnished or obtained by the Owner, but shall be in the Contractor's hands before any excavating is commenced.

- B. The boring method shall consist of pushing the pipe into the earth with a boring auger rotating within the pipe to remove the spoil.
 - 1. The boring operation shall be progressed until the leading edge of the pipe has reached the receiving pit.
 - 2. The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that there will be no unsupported excavation ahead of the pipe.
 - 3. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. If the obstruction cannot be removed without excavation in advance of the pipe, the pipe shall be abandoned in place and immediately filled with grout or flowable fill concrete.
 - 4. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than 2 inch. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe by more than approximately 1 inch, grouting or other approved methods must be used to fill such voids.
 - 5. The face of the cutting head shall be arranged to provide a reasonable obstruction to the free flow of soft or poor material.
 - 6. Any method which does not have this boring arrangement will not be permitted. Contractor's boring arrangement plans and methods must be submitted to, and approved by, the Engineer.
- C. In the event an obstruction is encountered in boring which cannot be removed and it becomes necessary to withdraw the casing and commence elsewhere, the hole from which the casing is withdrawn shall be completely backfilled with flowable fill concrete.
- D. Insurance to be furnished by the Contractor to cover this type of work shall be adequate to meet the requirements of the Railroad and/or State or County Highway Departments.

3.04 CONTRACTOR'S RESPONSIBILITIES

- A. Obtain a copy of the highway or railroad encroachment permit from LFUCG before beginning construction.
- B. Attend a preconstruction meeting, if requested by the Owner, at the construction site with the Owner, Highway Inspector Engineer, and Contractor being present.

END OF SECTION



TRANSPORTATION CABINET

Steven L. Beshear
Governor

Department of Highways District 7 Office
763 West New Circle Rd., Building 2
Lexington, KY 40512
(859) 246-2355

Michael W. Hancock, P.E.
Secretary

Doug Baldwin
Lexington Fayette Urban Co. Govt.
200 East Main Street
Lexington, Kentucky 40507

Subject: Fayette County MP 034-0025-010.950
US 0025 (Richmond Road)
Lexington Fayette Urban Co. Govt.
Utility(APP NO 07-2013-00502)

Dear Applicant:

Attached is your application for a permit that has been approved by the Department of Highways.

Please see that work is done in conformity with permit and applicable conditions. If you have any questions, please contact Daniel Kucela, Permit Engineer, at (859) 246-2355.

Sincerely,

12/18/13
Date

Kelly A. Baker, P.E.
Branch Manager Engineering Support

KAB/mb
Attachments



APPLICATION FOR ENCROACHMENT PERMIT

Permittee Information		KYTC No. <u>07-2013-0050</u>	
Name	Lexington-Fayette Urban Co. Government	Permit Information	
Address	200 East Main Street	Address	2398 Richmond Road
City	Lexington	City	Lexington
State	KY	State	KY
Zip	40507	Zip	40507
Phone#	859-425-2438	County	Fayette
Contact	Doug Baldwin, PE	Route No.	25
Phone	859-258-3474	Mile Point	10.95
Cell		Longitude (X)	84°27'37.73"W
Email	dbaldwin@lexingtonky.gov	Latitude (Y)	38°00'51.94"N
Contact		Information below to be filled out by KYTC	
Phone		<input type="checkbox"/> Air Right	<input type="checkbox"/> Entrance
Cell		<input checked="" type="checkbox"/> Utilities	<input type="checkbox"/> Other: _____
Email		<input checked="" type="checkbox"/> Left	<input type="checkbox"/> Right
			<input type="checkbox"/> X-ing
		Access: <input type="checkbox"/> Full	<input type="checkbox"/> Partial
			<input checked="" type="checkbox"/> by Permit

General Description of Work:

Milepoint 10.95 (crossing) – Install approximately 230 linear feet of 42" diameter steel casing by bore & jack for 27" gravity sewer across Richmond Road.

Milepoint 10.95 to 11.1 (left-hand side) – Install approximately 700 linear feet of 24" gravity sewer and 5 manholes on State right-of-way parallel to Richmond Road.

THE UNDERSIGNED PERMITTEE(S) (being duly authorized representative(s) or owner(s)) DO AGREE TO ALL TERMS AND CONDITIONS ON THE TC 99-1 (A)

A. Douglas Bald
 Signature DFUGG DWQ

11/15/13
 Date

This is not a permit unless and until the permittee(s) receives an approved TC 99-1(B) from KYTC. This application will become void if not approved by the cancellation date. The cancellation date will be one year from the date the permittee submits their application.

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, until the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYRIO Permit from the Kentucky Division of Water. All encroachment areas shall conform to the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
 - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Permit requirements.
 - B. **PAYMENT BOND:** At the discretion of the Department, a payment bond will be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
 - C. **LIABILITY INSURANCE:** Liability will be required of the permittee (in an amount approved by the Department) to cover all liabilities associated with the encroachment.
 - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
 4. A copy of this application and all related documents making up the approved permit will be given to the applicant and shall be made readily available for review at the worksite at all times.
 5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
 6. Permittee, its successors and assigns, shall comply with the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
 7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
 8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, and/or add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, modifications, and/or other corrective measures must be completed will be specified in the notice.
 9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns, and/or the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.
 10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant above. Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____ on this date _____.
 11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.
 12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agrees as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by the application and routine maintenance are authorized by the permit.
 13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way is restored, shall defend, protect, indemnify and save harmless the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
 14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department may and shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
 15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
 16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.
 17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
 18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
 19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
 20. Permittee, its successors and assigns, agrees to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway benefiting and at all times that its obligations under the permit remain in effect.



Kentucky Transportation Cabinet
 Department of Highways
 Permits Branch

TC 99-1 (B)
 1/2012
 Page 1 of 1

ENCROACHMENT PERMIT

KEPTS No.: A07-2013-00502

Permittee: Lexington Fayette Urban County Govt.

Latitude: 38.014383

Longitude: -84.460294

Completion Date: 7/1/2014

Coordinates provided on the TC 99-1(B) are the approved location for this permit

Indemnities		
Type	Amount Required	Tracking Number
Performance Bond	5000.00	
Payment Bond	0	
Liability Insurance	0	

This permit has been: *attached D 7.16*

APPROVED DENIED

KellyA Baker Engineer Branch Manager

NAME *Kelly Baker* TITLE

KellyA Baker 12/9/2013

SIGNATURE DATE

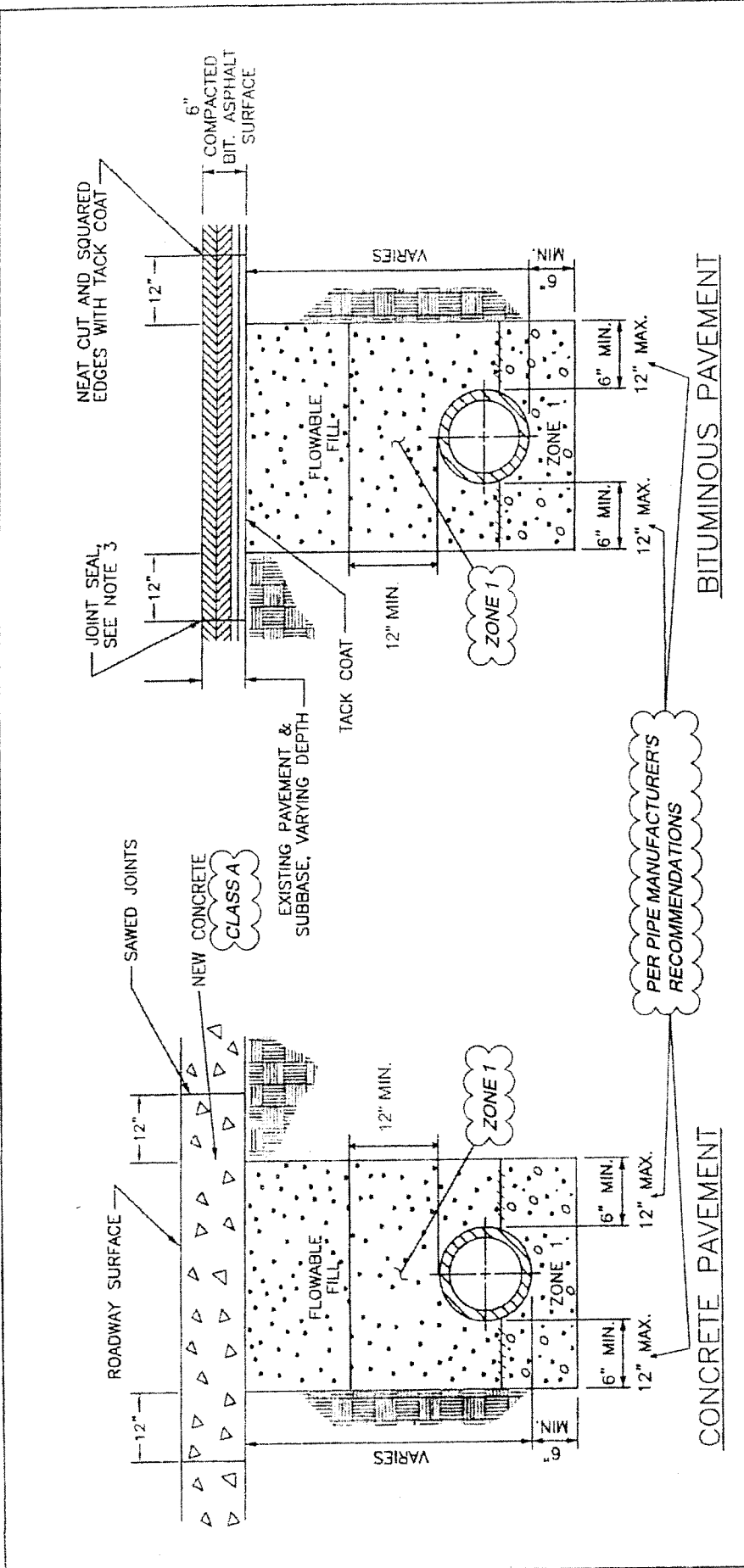
The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present.

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
ENCROACHMENT PERMIT MISCELLANEOUS REQUIREMENTS

THE FOLLOWING STIPULATIONS ARE REQUIREMENTS FOR YOUR APPROVED PERMIT NO. 07-2013-00502

- Limits of proposed trench shall be sawcut prior to removing pavement.
- Proposed trench shall be backfilled with flowable fill, as shown on the TC99-13 form attached.
- Pavement shall be replaced to match the existing type and thickness and have acceptable rideability.
- Permittee shall be responsible for replacing any pavement markings (striping, stop bars, turn arrows, etc.) that are damaged as a result of the permitted work.
- The permittee shall be responsible for complying with appropriate temporary traffic control as described in the latest edition of the MUTCD (Manual on Uniform Traffic Control Devices).
- It shall be the responsibility of the permittee to advise the local media of the location and duration of any proposed lane closures, a minimum of three (3) days prior to the closure.





REV.	DATE	REVISION DESCRIPTION	BY

DIVISION OF ENGINEERING

TRENCHING, LAYING BACKFILLING AND BEDDING UNDER STREET PAVEMENT USING FLOWABLE FILL

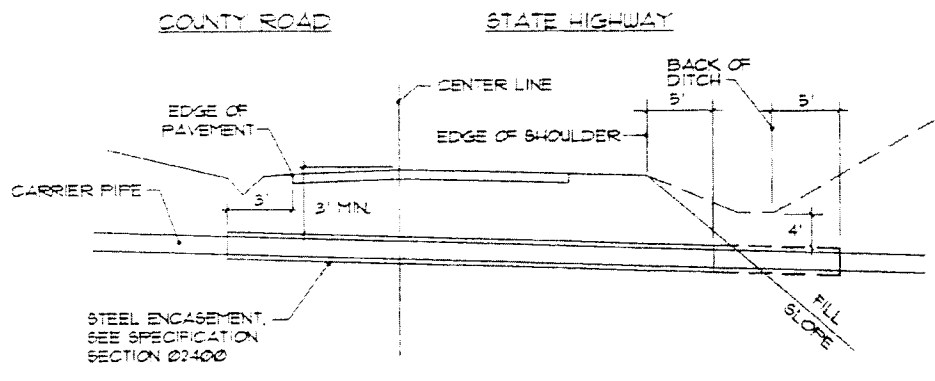
STANDARD DRAWING NO. 201-2

DATE 5/1/04

- NOTES:**
- PER KYTC SPECIFICATION 601.03.03 FROM STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION EDITION 2004, OR MOST RECENT.
 - REPLACE CONCRETE PAVEMENT WITH NEW CONCRETE PAVEMENT, 6" MINIMUM OR EXISTING THICKNESS, WHICHEVER IS GREATER.
 - JOINT SEAL PERIMETER OF CUT PAVEMENT WITH FLEXMASTER POURABLE CRACK SEALANT 1109 OR APPROVED EQUAL.

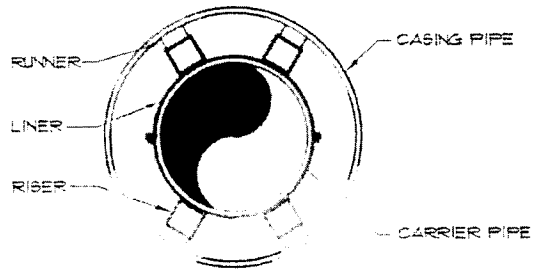
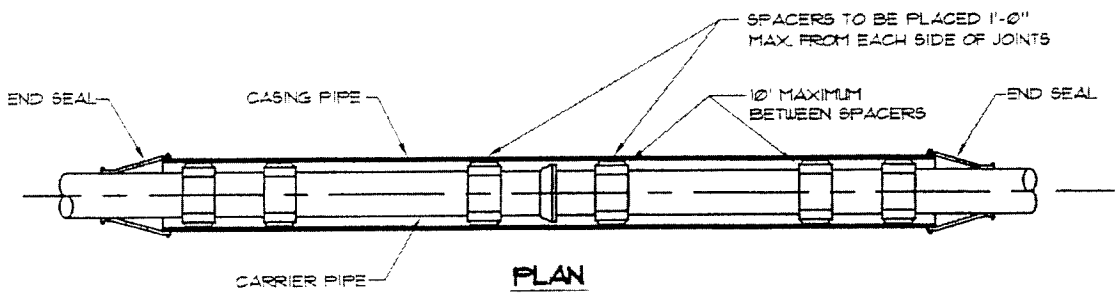
PIPE BACKFILL DESCRIPTIONS	
ZONE 1	NO. 9 STONE
ZONE 2	NO. 9 OR NO. 57 STONE
ZONE 3	COMPACTED DGA
ZONE 4	CONSOLIDATED SOIL (NO ROCK GREATER THAN 6" DIAMETER), NO. 9, OR NO. 57 STONE
ZONE 5	12" MAX TOPSOIL NO ROCK ALLOWED





TYPICAL ROAD CROSSING

SCALE : NTS



ENCASEMENT PIPE SPACER

SCALE : NTS

TYPICAL ROAD CROSSING NOTES:
 1. SEE SPECIFICATION SECTION 02400-BORING AND JACKING FOR MATERIAL AND INSTALLATION REQUIREMENTS

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
WOODHILL TRUNK SEWER REPLACEMENT
 LFUCG BID No. , RMP ID No. WH16
BORING & JACKING DETAILS



SCALE : NTS
 DATE : OCT. 2013
 DRAWN BY : SAB
 CHECKED BY : RCB



SECTION 02400 - BORING AND JACKING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, equipment and services required to furnish and install all bored and jacked carrier pipes in encasement pipes under railroad and highway crossings as shown on the Drawings and/or specified herein.

1.02 SUBMITTALS

- A. Descriptive literature, catalog cuts, or dimensional prints clearly indicating all dimensions and materials of construction, shall be submitted on all items specified herein to the Engineer for review before ordering. The submitted documents shall provide information indicating that the materials are in conformance with the Contract Documents.
- B. At the time of submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the submittals may have from the requirements of the Contract Drawings and Specifications.

PART 2 - PRODUCTS

2.01 CARRIER PIPE

- A. Carrier pipe shall be as specified in Section 02532 - Sewage Collection Lines or Section 02531 - Sewage Force Mains.

2.02 CASING PIPE

- A. Casing pipe shall be steel, plain end, have a minimum yield point strength of 35,000 psi and conform to ASTM A 252 Grade 2 or ASTM A 139 Grade B without hydrostatic tests. The steel pipe shall have welded joints and be in at least 18 foot lengths. The exterior of the casing pipe shall be coal tar epoxy coated.
- B. The diameter of the casing pipe shall be as follows:

Carrier Pipe Nominal Diameter (Inches)															
4	6	8	10	12	14	15	16	18	20	21	24	27	30	33	36
Casing Pipe Nominal Diameter (Inches)															
10	12	16	18	20	24	24	30	30	30	36	36	38	42	46	48

For carrier pipe sizes greater than 36-inches nominal diameter, the casing pipe diameter size shall be determined by the Engineer or as shown on the Contract Drawings.

C. The wall thickness of the casing pipe shall be as follows:

Carrier Pipe Nominal Diameter (Inches)							
Under 20	20 & 22	24	30	36	38	42	48
Casing Pipe Nominal Thickness (Inches)							
0.250	0.281	0.312	0.406	0.469	0.500	0.562	0.625

However, should casing pipe thickness be specified or required on Highway or Railroad permit approval sheets, said permit thickness requirement shall govern. Permit approval sheets will be made available to the Contractor.

2.03 CASING SPACERS

- A. **Stainless Steel Casing Spacers:** Stainless steel casing spacers shall be bolt-on style with a shell made in two (2) sections of heavy T-304 stainless steel. Connecting flanges shall be ribbed for extra strength. The shell shall be lined with a PVC liner .090" thick with 85-90 durometer. All nuts and bolts are to be 18-8 stainless steel. Runners shall be made of ultra high molecular weight polymer with inherent high abrasion resistance and a low coefficient of friction. Runners shall be supported by risers made of heavy T-304 stainless steel. The supports shall be mig welded to the shell and all welds shall be fully passivated. Stainless steel casing spacers shall be made by Cascade Waterworks Mfg. Co., or equal.
- B. **Solid Polyethylene Casing Spacers (to be used with PVC pipe only):** Solid polyethylene casing spacers shall be bolt-on style with a shell made in two (2) sections. Carrier pipe shall be wrapped with rubber strap inside casing space to prevent slippage. All nuts and bolts are to be 18-8 stainless steel. Solid polyethylene casing spacers shall be made by Calpico Inc., Advance Products & Systems, Inc., or equal.

2.04 CASING END SEALS

- A. **Wrap-around end seals -** Wrap-around end seals shall be made of a waterproof flexible coal tar membrane reinforced with fiberglass, or synthetic rubber. The two exposed edges of the wrap-around seal shall be adhesively bonded forming a watertight seal. The ends of the wrap shall be sealed on the casing and carrier pipe by stainless steel bands. Wrap-around end seals shall be made by Calpico Inc., Advance Products & Systems, Inc., or equal.

PART 3 - EXECUTION

3.01 CROSSINGS - GENERAL

- A. **Steel casing pipe for crossings shall be bored and/or jacked (or open cut installed where indicated on the Drawings) into place to the elevations shown on the drawings. All joints between lengths shall be solidly butt-welded with a smooth non-obstructing joint inside. The casing pipe shall be installed without bends. The carrier pipe shall be installed after the casing pipe is in place, and shall extend a minimum of two (2) feet beyond each end of the casing to facilitate making joint connections. The carrier shall be braced and centered with casing spacers within the casing pipe to preclude possible flotation. Casing spacers shall be installed a maximum of eight (8) feet apart along the length of the carrier pipe within the casing pipe, within two (2) feet of each side of a pipe joint, and the rest evenly spaced. The**

height of the supports and runners combined shall be sufficient to keep the carrier pipe at least 0.75" from the casing pipe wall at all times. Manufacturer's recommendations may govern these requirements.

- B. At each end of the casing pipe, the carrier pipe shall be sealed with casing end seals. The end seals shall extend a minimum of 12 inches in each direction from the end of the casing pipe.
- C. Wood skids are not an acceptable method of supporting the carrier pipe.

3.02 CROSSING - RAILROAD

- A. All sewer line crossings of railroads shall be prominently marked at railroad right-of-way lines, on both sides of the track crossing, by durable, fiberglass line markers located over the center of the sewer line. When possible, signs shall be located so that when standing at one sign, the other marker is visible. Signs shall show the following:
 - 1. Name and address of Owner.
 - 2. Contents of pipe.
 - 3. Pressure in pipe.
 - 4. Pipe depth below grade at point of sign.
 - 5. Emergency telephone number in event of pipe rupture.
- B. Contractor must adhere to all safety requirements of the Railway line involved in the crossing.
 - 1. All operations shall be conducted so as to not interfere with, interrupt, or endanger the operation of trains nor damage, destroy, or endanger the integrity of railroad facilities. Operations will be subject to inspection at any and all time.
 - 2. All cranes, lifts, or other equipment that will be operated in the vicinity of the railroad's electrification and power transmission facilities shall be electrically grounded in an approved manner.
 - 3. Whenever equipment or personnel are working closer than fifteen (15) feet from the centerline of an adjacent track, that track shall be considered as being obstructed. Operations closer than fifteen (15) feet from the centerline of the track shall be conducted only with the permission of, and as directed by, a duly qualified railroad employee present at the site of the work.
 - 4. Crossing the tracks at grade by equipment and personnel is prohibited except by prior arrangement with, and as directed by, the railroad line. A separate permit must be obtained, by the Contractor, for any "at grade" crossing of the tracks.
- C. All railroad costs incurred by the Railway line due to work associated with the crossing (inspection, flagging, track work, etc.) shall be paid by the Owner. However, it is the Contractor's responsibility to coordinate the work with the Railway.
- D. Contractor shall notify the Railway line's area engineer a minimum of 14 working days prior to desired start of construction.

3.03 BORING AND JACKING

- A. The Contractor shall excavate his own pits, as he may deem necessary, and will set his grade which shall be checked by the Engineer. Permits, as required, will be furnished or obtained by the Owner, but shall be in the Contractor's hands before any excavating is commenced.

- B. The boring method shall consist of pushing the pipe into the earth with a boring auger rotating within the pipe to remove the spoil
 - 1. The boring operation shall be progressed until the leading edge of the pipe has reached the receiving pit
 - 2. The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that there will be no unsupported excavation ahead of the pipe.
 - 3. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. If the obstruction cannot be removed without excavation in advance of the pipe, the pipe shall be abandoned in place and immediately filled with grout or flowable fill concrete.
 - 4. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than 2 inch. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe by more than approximately 1 inch, grouting or other approved methods must be used to fill such voids
 - 5. The face of the cutting head shall be arranged to provide a reasonable obstruction to the free flow of soft or poor material.
 - 6. Any method which does not have this boring arrangement will not be permitted. Contractor's boring arrangement plans and methods must be submitted to, and approved by, the Engineer.
- C. In the event an obstruction is encountered in boring which cannot be removed and it becomes necessary to withdraw the casing and commence elsewhere, the hole from which the casing is withdrawn shall be completely backfilled with flowable fill concrete.
- D. Insurance to be furnished by the Contractor to cover this type of work shall be adequate to meet the requirements of the Railroad and/or State or County Highway Departments.

3.04 CONTRACTOR'S RESPONSIBILITIES

- A. Obtain a copy of the highway or railroad encroachment permit from LFUCG before beginning construction.
- B. Attend a preconstruction meeting, if requested by the Owner, at the construction site with the Owner, Highway Inspector Engineer, and Contractor being present.

END OF SECTION



TRANSPORTATION CABINET

Department of Highways District 7 Office
P.O. Box 11127
Lexington, KY 40512-1127
(859) 246-2355

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary

November 18, 2014

Doug Baldwin
Lexington Fayette Urban Co. Govt.
200 East Main Street
Lexington, Kentucky 40507

Subject: Completion Date Extension
Fayette County MP 034-0004-0025-010.950
US 0025 (Richmond Road)
Lexington Fayette Urban Co. Govt.
Utility (APP NO 07-2013-00502)

Dear Applicant:

You are hereby advised that your request for an extension of the completion date on the subject permit has been granted. The revised completion date is January 1, 2016.

We would appreciate it if you would expedite this project to see that it is completed on time and meets all requirements and standards as set forth in the permit.

Should you need further assistance or have any questions, please do not hesitate to contact this office.

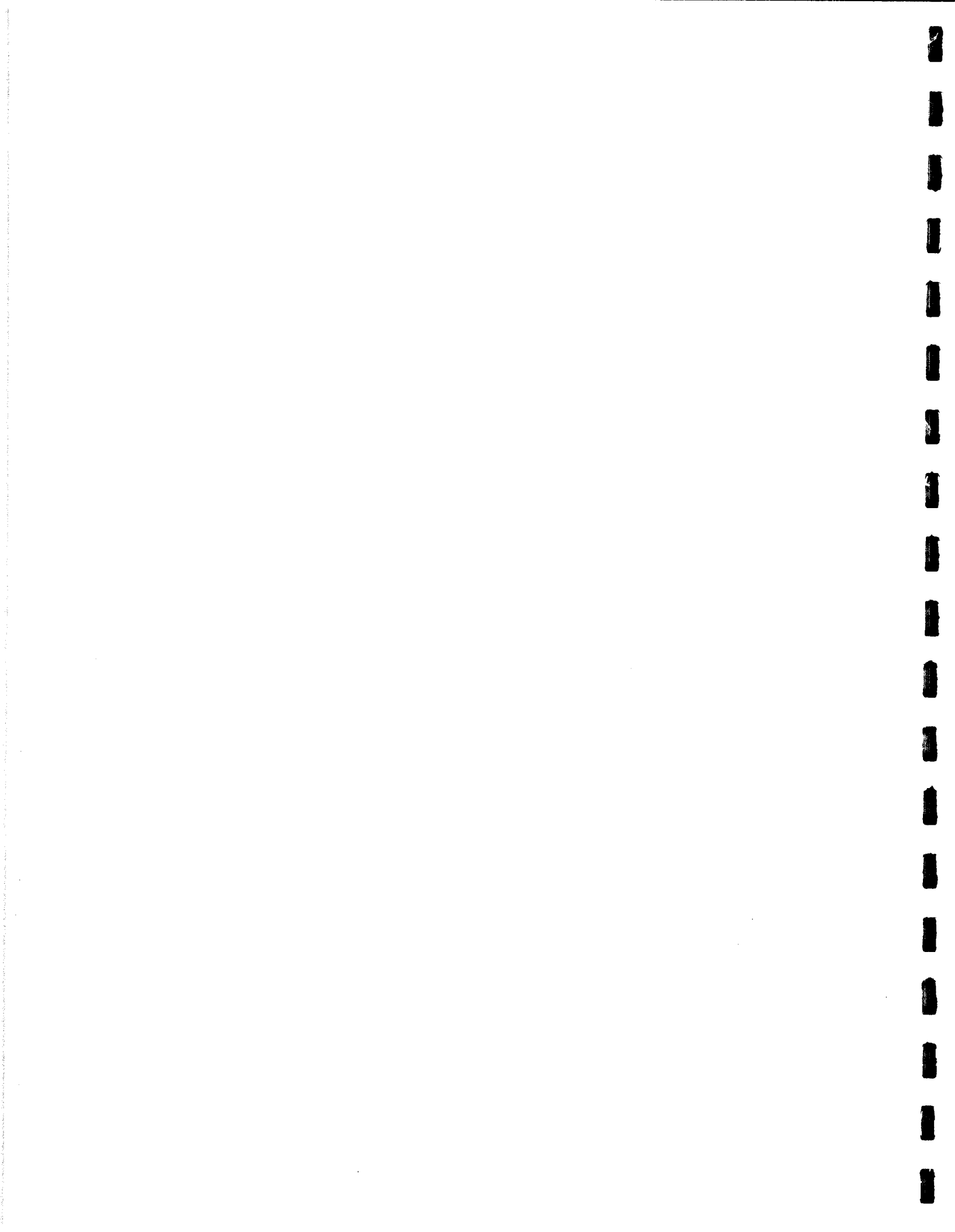
Sincerely,

A handwritten signature in black ink that reads "Kelly A. Baker".

Kelly A. Baker, P.E.
TEBM for Engineering Support

KAB/mab





Boggs, Michelle (KYTC-D07)

From: Boggs, Michelle (KYTC-D07)
Sent: Tuesday, November 18, 2014 12:00 PM
To: 'bbaxter@hmbpe.com'; Treadway, David (KYTC-D07)
Cc: 'Ray Bascom'; Will Hagan; Kerry Odle
Subject: RE: Woodhill Trunk Sewer Replacement - KYTC Encroachment Permits

Brandon—this looks perfect the questions I have address to David Treadway—he is acting permit engineer since Ricky left and went to Frankfort.

Treadway—can you possible address the hours and pipe dimensions and I will process an extension letter for the master file and to let Donna know for her information.

Thanks

Michelle Boggs
Dist. 7 Traffic/Permits
763 W. New Cir. Rd. Bld 2
Lexington, Kentucky 40512
859-246-2355 Ext 268
Fax: 859-246-2354

From: Brandon Baxter [<mailto:bbaxter@hmbpe.com>]
Sent: Tuesday, November 18, 2014 11:46 AM
To: Boggs, Michelle (KYTC-D07)
Cc: 'Ray Bascom'; Will Hagan; Kerry Odle
Subject: Woodhill Trunk Sewer Replacement - KYTC Encroachment Permits

Ms. Boggs,

Attached are the approved encroachment permits for the above referenced LFUCG project. Due to various delays with acquiring easements this project has yet to be constructed. The current schedule for the Woodhill Trunk Sewer Replacement is to advertise for bids on January 6, 2015 and to open bids on January 27, 2015. On behalf of Lexington Fayette-Urban County Government (LFUCG) we are requesting a Completion Date Extension to December 31, 2015 to allow adequate time for completion. Additionally, the casing size on KYTC Permit # 07-2013-00501, New Circle Road permit, has been increased in diameter from a 24" to a 30". This new casing still conforms to all KYTC specifications for steel casing pipe for underground utility conveyance. Lastly, the permit for Richmond Road, KYTC Permit # 07-2013-00502, does not specify a work hour requirement. Will the typical work hours from 9 a.m. to 3 p.m. be used in this instance?

For your records, a revised plan/profile sheet has been attached showing the casing under New Circle road as a 30" pipe instead of 24".

If you have any questions or comments about the proposed project or need any additional information, please advise.

Sincerely,

Brandon G. Baxter, PE



Brandon Baxter

From: Baker, Donna (KYTC-D07) <Donna.Baker@ky.gov>
Sent: Tuesday, December 02, 2014 10:47 AM
To: bbaxter@hmbpe.com
Subject: FW: Richmond Road and New Circle Road Encroachment Permits

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Mr. Baxter,

Prior to our approval of any night lane closure on Richmond Road (Permit #07-2013-00502), it will be necessary to provide our office with the specific date of the lane closure, and a detailed traffic control plan. To prevent any major traffic tie-ups, lane closures should not coincide with any UK basketball game or event at Rupp Arena. We normally evaluate night lane closures on a case by case basis and have allowed the hours between 7:00 pm and 5:30 am and/or between 6:00 pm and 6:00 am. When submitting your traffic control plan, please indicate one of the mentioned times for the closure or a time frame within these hours.

From: Boggs, Michelle (KYTC-D07)
Sent: Monday, December 01, 2014 11:42 AM
To: bbaxter@hmbpe.com; Treadway, David (KYTC-D07); Baker, Donna (KYTC-D07)
Cc: 'Ray Bascom'; 'Kerry Odle'; Baker, Kelly A (KYTC-D07)
Subject: RE: Richmond Road and New Circle Road Encroachment Permits

Brandon—David is out but should be back—I am copying Donna—she is the inspector to see what she thinks about the night work and I would think the email correspondence would be sufficient.

Donna—can you respond to Brandon since Treadway is off--thanks

From: Brandon Baxter [<mailto:bbaxter@hmbpe.com>]
Sent: Monday, December 01, 2014 11:31 AM
To: Treadway, David (KYTC-D07); Boggs, Michelle (KYTC-D07)
Cc: 'Ray Bascom'; 'Kerry Odle'; Baker, Kelly A (KYTC-D07)
Subject: RE: Richmond Road and New Circle Road Encroachment Permits

David,

If the contractor wished to close lanes on Richmond Road to perform work in the middle of the night would that be acceptable?

What time periods do all lanes need to be accessible?

Will KYTC issue an addendum to the permits or will a copy of email correspondence be adequate?

Thanks,

Brandon

From: Treadway, David (KYTC-D07) [<mailto:David.Treadway@ky.gov>]
Sent: Wednesday, November 26, 2014 11:48 AM
To: Boggs, Michelle (KYTC-D07); bbaxter@hmbpe.com
Cc: 'Ray Bascom'; Kerry Odle; Baker, Kelly A (KYTC-D07)
Subject: RE: Richmond Road and New Circle Road Encroachment Permits

-->

Brandon,

The intent of the time frame of 9:00 am to 3:30 pm was to not allow lane closures during the AM and PM rush hours. The subject road bores can be done anytime since there is no disruption to traffic. If we need to discuss further, feel free to call me.

David R. Treadway, PE

Acting Permit Engineer

KY Transportation Cabinet, District 7

763 W. New Circle Rd.

Lexington, KY 40512

859.246.2355

From: Boggs, Michelle (KYTC-D07)
Sent: Wednesday, November 26, 2014 10:13 AM
To: bbaxter@hmbpe.com; Treadway, David (KYTC-D07)
Cc: 'Ray Bascom'; Kerry Odle
Subject: RE: Richmond Road and New Circle Road Encroachment Permits

Brandon—am referring this to David Treadway he is acting permit engineer since Ricky left and he will have to be the one to give a verdict about doing outside of those hours—sorry

Treadway can you respond to Brandon about this please—thanks

Michelle Boggs
Dist. 7 Traffic/Permits
763 W. New Cir. Rd. Bld 2
Lexington, Kentucky 40512
859-246-2355 Ext 268
Fax: 859-246-2354

From: Brandon Baxter [<mailto:bbaxter@hmbpe.com>]
Sent: Wednesday, November 26, 2014 10:01 AM
To: Boggs, Michelle (KYTC-D07)
Cc: 'Ray Bascom'; Kerry Odle
Subject: Richmond Road and New Circle Road Encroachment Permits

Ms. Boggs,

The encroachment permits for Richmond and New Circle Road state that hours of construction shall be from 9 a.m. to 3:30 p.m. The Lexington Fayette-Urban County Government (LFUCG) would like for the Contractor to be able to perform the road bore work outside of these hours if they need to. This request is based on the fact that while performing the road bores the Contractor would not be in the traffic lanes and the New Circle bore would not even be inside of the right-of-way. We anticipate both of these bores to take significant time to perform and the ability to work at night would significantly reduce the duration in days that would be required. We feel that this arrangement would greatly benefit both KYTC District 7 and LFUCG.

The Utility App Number for these permits are as follows:

Richmond Road – 07-2013-00502

New Circle Road – 07-2013-00501

Please let me know if you have any questions or comments.

Thanks,

Brandon G. Baxter, PE

HMB Professional Engineers, Inc.

3 HMB Circle

Frankfort, KY 40601

Baker, Donna (KYTC-D07)

Addendum 2-3-15

From: Brandon Baxter [bbaxter@hmbpe.com]
Sent: Thursday, January 29, 2015 10:13 AM
To: Treadway, David (KYTC-D07)
Cc: Baker, Donna (KYTC-D07); 'Doug Baldwin'; 'Ray Bascom'
Subject: Richmond Road Encroachment Permit Addendum
Attachments: SHEET 2-LINE A.pdf; MOT_NOTES 1.29.15.pdf

Mr. Treadway,

Please find attached revised sheets for the Richmond Road Encroachment. If you have any questions or comments please don't hesitate to contact me by return email or at (502) 695-9800.

Thank you,

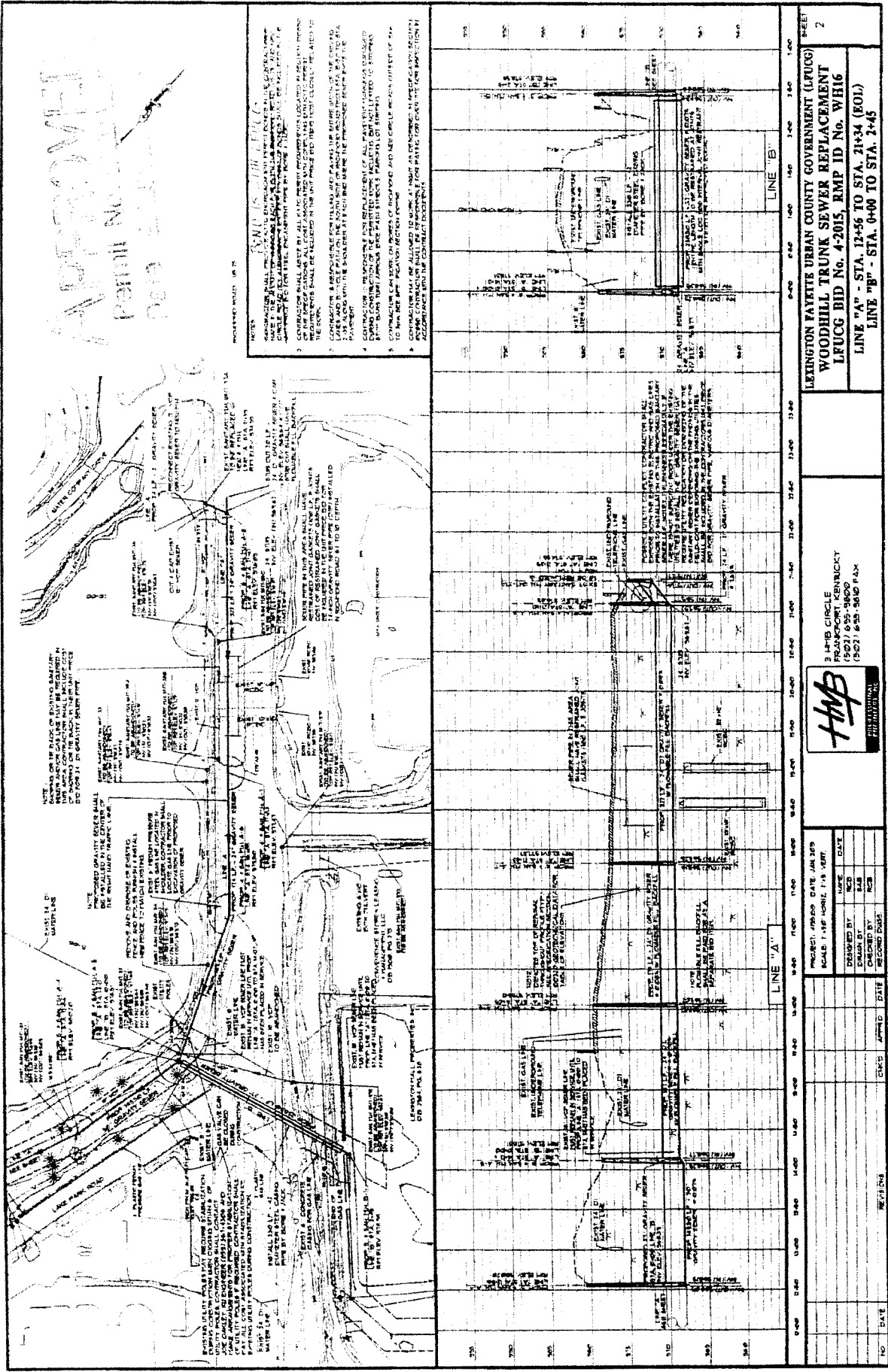
Brandon G. Baxter, PE

HMB Professional Engineers, Inc.

3 HMB Circle

Frankfort, KY 40601





APPROVED

Permit No. 2010

- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LEXINGTON AND THE KY DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION (DOT) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LEXINGTON AND THE KY DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION (DOT) PRIOR TO THE START OF CONSTRUCTION.
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LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)
 WOODHILL TRUNK SEWER REPLACEMENT
 LFUCG BID NO. 4-2015, RFP ID NO. WH16
 LINE "A" - STA. 12+56 TO STA. 21+34 (80L)
 LINE "B" - STA. 0+00 TO STA. 21+45

3 1/4" B. CIRCLE
 5021 035-18000
 (502) 638-3600 FAX
 (502) 638-3600 FAX



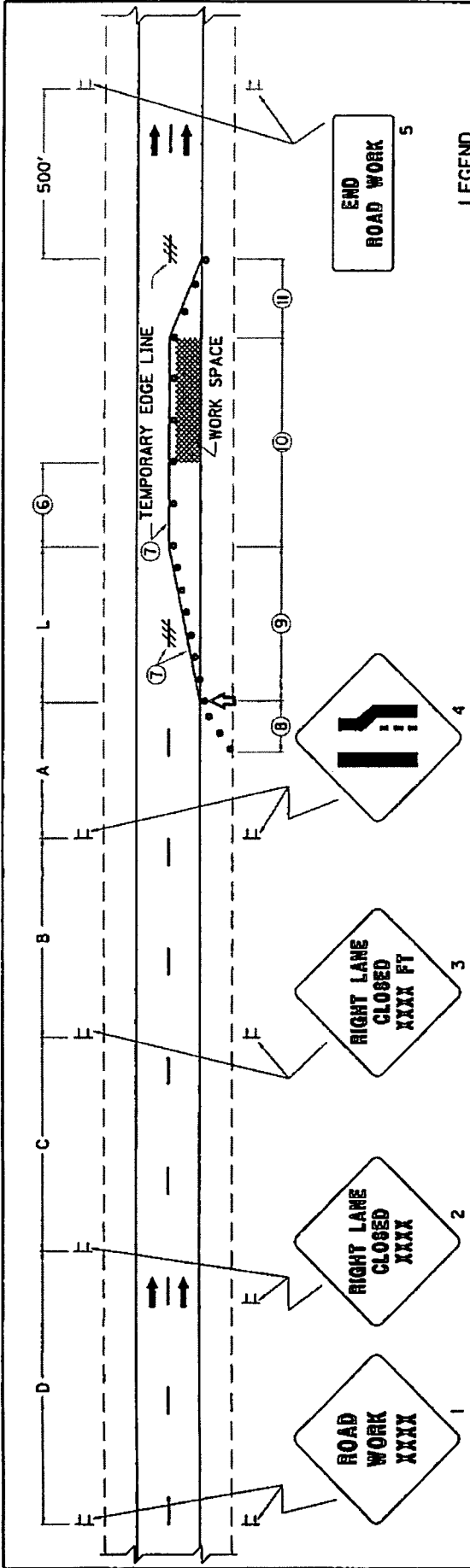
PROJECT APPROX. DATE JAN 2015
 SCALE 1" = 40' HORIZ. 1" = 8' VERT.

NO.	DATE	REVISED	BY	DATE

NO.	DATE	REVISED	BY	DATE







LEGEND

- ⇨ ARROW PANEL
- F SIGN
- CHANNELIZING DEVICES
- CONES
- DRUMS
- TYPE II BARRICADES
- TUBULAR MARKERS

1. IF MEDIAN IS NOT WIDE ENOUGH TO MAINTAIN LATERAL CLEARANCES SHOWN IN MUTCD, SIGNS 1 THRU 5 SHALL NOT BE DUAL MOUNTED.
2. THE SIZE OF SIGNS 1 THRU 4 SHALL BE 48" X 48" IF THE NORMAL POSTED SPEED LIMIT IS 45 MPH OR GREATER. OTHERWISE, 36" X 36" SIGNS MAY BE USED. SIGN NO. 5 SHALL BE 48" X 24" IF THE NORMAL POSTED SPEED LIMIT IS 45 OR GREATER. OTHERWISE 36" X 18" MAY BE USED.
3. AN ARROW PANEL SHALL BE LOCATED ON THE SHOULDER AT THE BEGINNING OF THE MERGING TAPER OR LOCATED IN THE CLOSED LANE WHEN THE SHOULDER IS NARROW.
4. ALL VEHICLES, EQUIPMENT, WORKERS, AND THEIR ACTIVITIES SHALL BE RESTRICTED TO ONE SIDE OF THE PAVEMENT UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
5. DRUMS OR TYPE II BARRICADES SHALL BE USED IN LIEU OF CONES OR TUBULAR MARKERS IF CLOSURE EXTENDS INTO NIGHTTIME HOURS.
6. BUFFER SPACE (OPTIONAL).
7. IF DURATION OF LANE CLOSURE EXCEEDS THREE DAYS, TEMPORARY EDGE LINE SHALL BE REQUIRED AND SKIP LINES SHALL BE OBLITERATED BY APPROVED METHOD THRU LENGTH OF TAPER. ANY OTHER CONFLICTING PAVEMENT MARKINGS SHALL BE OBLITERATED.
8. IF AN ARROW PANEL IS INSTALLED ON THE SHOULDER OR WITHIN THE CLEAR ZONE, A SHOULDER TAPER SHALL BE REQUIRED. WHEN PAVED SHOULDERS HAVING A WIDTH OF 8' OR MORE ARE CLOSED, A SHOULDER TAPER SHALL BE REQUIRED. TAPER LENGTH SHALL BE 0.33 L. SPACING OF CHANNELIZING DEVICES THRU THE SHOULDER TAPER SHOULD BE 40'.
9. SPACING OF CHANNELIZING DEVICES THRU THE MERGING TAPER SHOULD BE 40'.
10. SPACING OF CHANNELIZING DEVICES THRU THE ACTIVITY AREA SHOULD BE 80'.
11. DOWNSTREAM TAPER SHALL HAVE A MINIMUM LENGTH OF 50' AND A MAXIMUM LENGTH OF 100'. SPACING OF CHANNELIZING DEVICES THRU THE DOWNSTREAM TAPER SHOULD BE 20'.

DRAWING NOT TO SCALE
 USE WITH CURRENT STD. DWGS.
 TTC-110 AND TTC-160

KENTUCKY
 DEPARTMENT OF HIGHWAYS
 LANE CLOSURE
 MULTI-LANE HIGHWAY
 CASE I

STANDARD DRAWING NO. TTC-115-02
 DATE: 12-2-11
 APPROVED: [Signature]
 TITLE: [Signature]

SIGNING AND SPACING TABLE

ROAD TYPE	A	B	C	D	L
EXPRESSWAY/ FREEWAY	1000'	500'	1100'	2600'	840'
SP. LT. ≥ 45 MPH*	500'	500'	500'	1100'	680'
SP. LT. ≤ 40 MPH*	250'	250'	500'	500'	320'

*NOTE: USE NORMAL POSTED SPEED LIMIT

APPLICATION

THIS DRAWING APPLIES TO LANE CLOSURES OF LEFT OR RIGHT LANES ON TWO-DIRECTION, MULTI-LANE HIGHWAYS. IF TEMPORARY TRAFFIC BARRIER IS USED, REFER TO CURRENT STANDARD DRAWING TTC-120.





TRANSPORTATION CABINET

Department of Highways District 7 Office
P.O. Box 11127
Lexington, KY 40512-1127
(859) 246-2355

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary

November 18, 2014

Doug Baldwin
Lexington Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Subject: Fayette County MP 034-0004-014.600
KY 4 (New Circle Rd)
Lexington Fayette Urban County Government
Utility (APP NO 07-2013-00501)
Addendum #1

Dear Applicant:

Your request increase the diameter of casing from 24" to 30", as shown on the attached plan, is approved as an addendum to the subject permit.

Should you have any questions, please contact me at the District 7 office at (859) 246-2355.

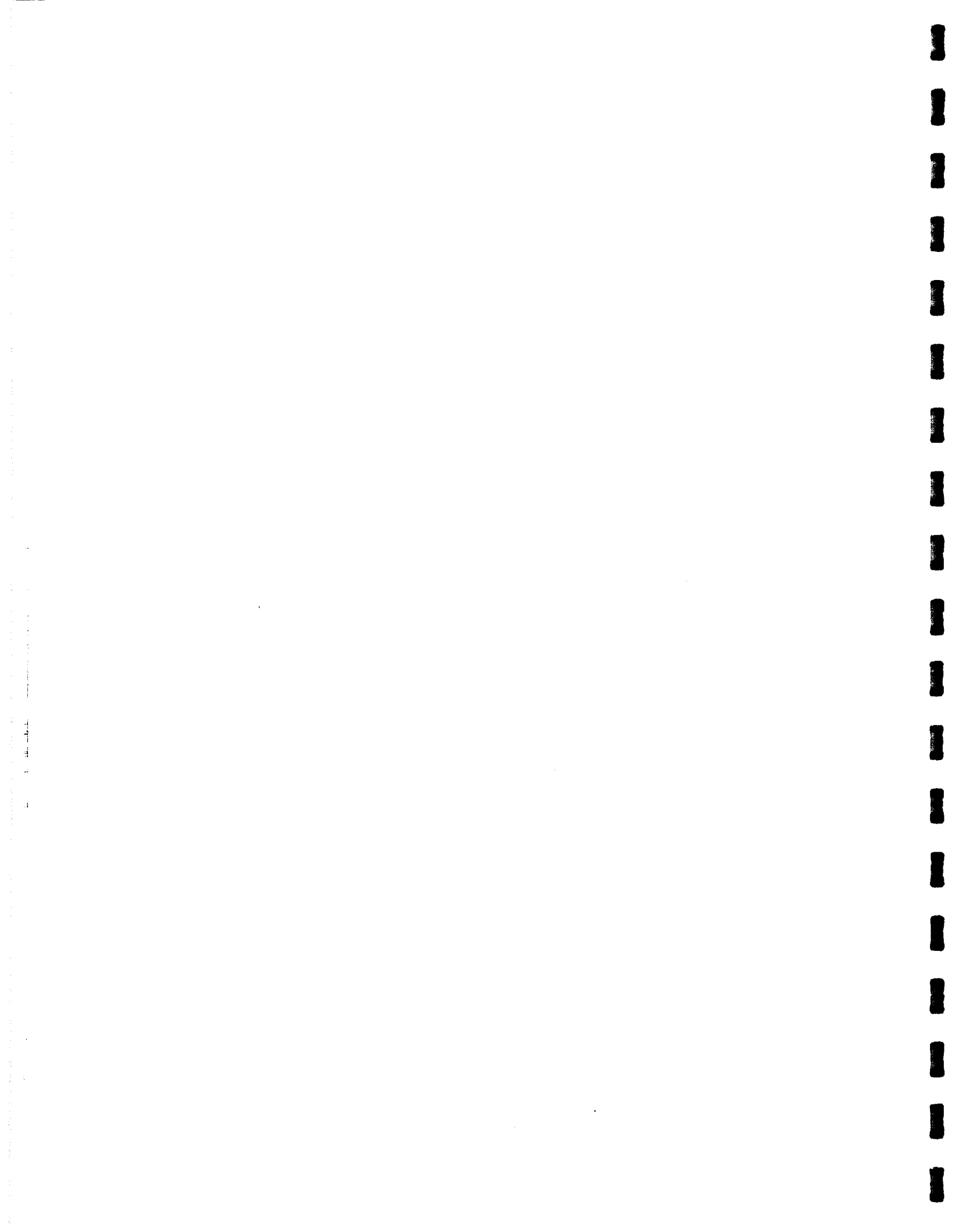
Sincerely,

A handwritten signature in black ink, appearing to read "Talya Estes".

Talya Estes
Acting Permit Engineer

Enclosure

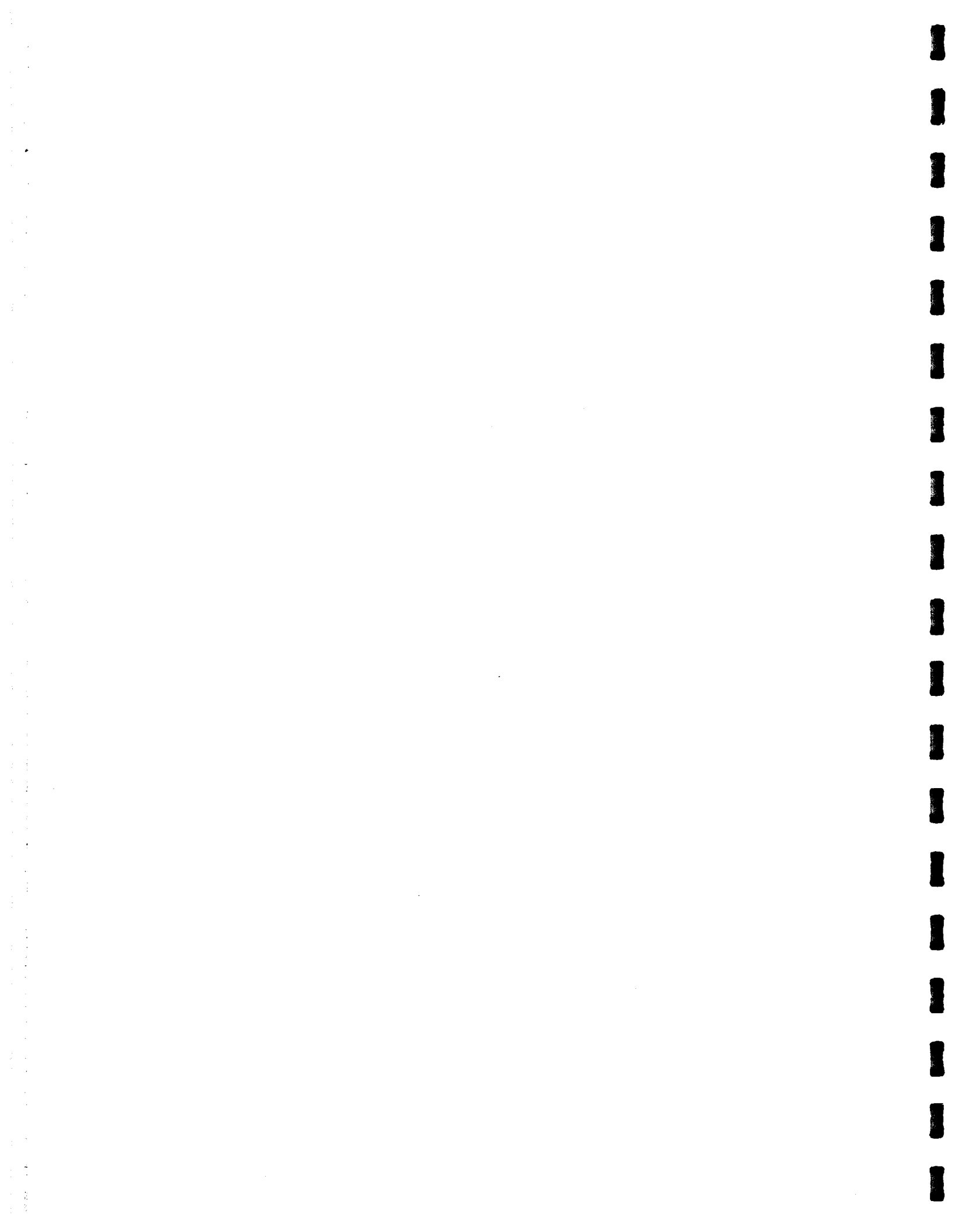




SECTION 00910 - ADDENDA

(Insert Addenda as they are issued.)

END OF SECTION





Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#4-2015**

Date: February 19, 2015

Subject: Woodhill Trunk Sewer Replacement

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

Bid opening date has been extended to Tuesday March 3, 2015 at 2:00 PM.

All bids must be submitted on the attached Revised Bid Schedule to be considered a responsive bid.

The pre bid meeting minutes are attached.

Revised MWDBE notification form and EPA related information are attached.

Revised Federal Wage Rates are attached. State wage rates did no change.

See attached Cleanout Installation details.

Questions & Answers

1. Do the various bypass pumping set ups and pumping time items in the base bid also apply to Line C10+36 to 17+71 options?

Yes.

2. Will overtime inspection rate be charged if work at Richmond Road is done during night hours?

Per Section 01205, labor Provisions, Part 1-General; 1.01 - E "Any overtime work (greater than 40 hours in one week) shall require the Contractor to reimburse the Owner for additional resident inspection costs at an hourly rate times 1-1/2 overtime multiplier." Base hourly rate for the resident inspector is \$42.50.

3. Schedule B2 for Line C work has storm inlet and 36" equiv elliptical RCP bid items- can more detail or a clouded note be shown to detail where this work is?

The 36" equiv. elliptical RCP is shown on plan sheet 5. The existing 36" equiv. elliptical RCP parallels Line C from approximate Sta. 15+50 to approximate Sta. 16+85 and looks to be installed in the same ditch and approximately 7.75' above the existing 12" VCP sanitary sewer. The storm MH to be replaced is located at approximate Line C Sta. 15+50 and has a top of grate elevation of 992.44 and an Invert Elevation of 984.90. The catch basin to be replaced is located in the shrubs paralleling the west side of Codell Drive at approximate Sta. 16+85 of sanitary sewer Line C. the existing catch basin has a top of grate elevation of 990.00 and an invert elevation of 985.30. The existing catch basin has a beehive grate and the new grate will also be a beehive grate.

4. Please confirm all 24" pipe shown on plan sheet 2 from station 14+12 to station 21+10 plus the 24-lf stub is ductile iron and gets flowable fill.

Flowable fill will be required on the proposed 24" D.I. sanitary sewer line anywhere it is located under the pavement area of US 25 (Richmond Road). The contractor may elect to begin the flowable fill backfill at approximate Sta. 15+50 on Line A.

5. The plans do not show Line C Sta. 10+36 to Sta. 17+71 to be open cut, but the bid form denotes that it can be pipebursted or open cut. I just want to make sure that even though the plans do not show this section to be open cut that we can still open cut it if we choose?

This section of line can be open cut. Please read the note on the Bid Schedule located at the bottom of page 00410-7 and the top of page 00410-8 before filling out either Schedule B1 or B2.

6. Do you have a plan showing where the soundings are located for the geo-report? Sounding elevations are shown on the profile, but there is no reference to which sounding number that they are or where that they are located on the plan view.

Appendix D – Geotechnical Report includes the requested information.

7. Do you know of any permits that the contractor will have to acquire other than those that LFUCG already has?

Unless there are any permits required by LFUCG pertaining to noise, cutting city streets, etc. all of the required permits are included in section 00890 of the specifications. If the contractor elects to close Richmond Road and work at night a revised KYTC Encroachment permit may be required by KYTC which may include an approved Traffic Control Plan or other information to be submitted by the Contractor.

8. The specs say that Ductile Iron Pipe and/or fittings are to be 401 protecto lined if within 2,000' of a force main, etc. Can you tell me if this is the case and if 401 protecto will be required?

401 Protecto Lining will not be required.

9. The specs say that Manholes are to have Conshield if they are within 2,000' of a force main, etc. Can you tell me if this is the case and if the manholes will require Conshield?

Proposed Manholes are not located within 2,000' of a force main.

10. Detail 201-1 shows a concrete slab under the asphalt. Is a concrete slab to be placed under all asphalt to be replaced except where flowable fill is required?

Yes.

11. Can you explain bid item 64. Bit. Pavement Surface Replacement (with Concrete or Bituminous Base) and bid item 65. Asphalt Surface Overlay (6")? What are the asphalt thicknesses required for these items? Are these bid items to be placed over a concrete slab: Bid item 64 says with Concrete or Bituminous Base? Bid item 65 is Asphalt surface overlay, does it get any special type of base?

This was addressed at the pre-bid meeting and is included in the pre-bid meeting minutes which will become part of Addendum no. 1. The Bid schedule has been revised and will be issued with Addendum No. 1.

12. Can you give a quantity for bid item 82 Milling and Resurfacing Richmond Road instead of 1 lump sum? What are the limits? Do we mill and resurface Richmond Road even outside where the sewer is being placed?

The bid quantity will remain lump sum. The limits are shown on plan sheet 2 as shaded and a note is shown at the top right of plan sheet 2 and described in the measurement and payment section of the specifications.

13. Can you explain bid item 94? Are we to remove the pipe from inside the box culvert or are we to remove the pipe on the outside going away from the box culvert?

Only the exposed pipe inside the box culvert will be removed.




Todd Slatin, Director
Division of Central Purchasing

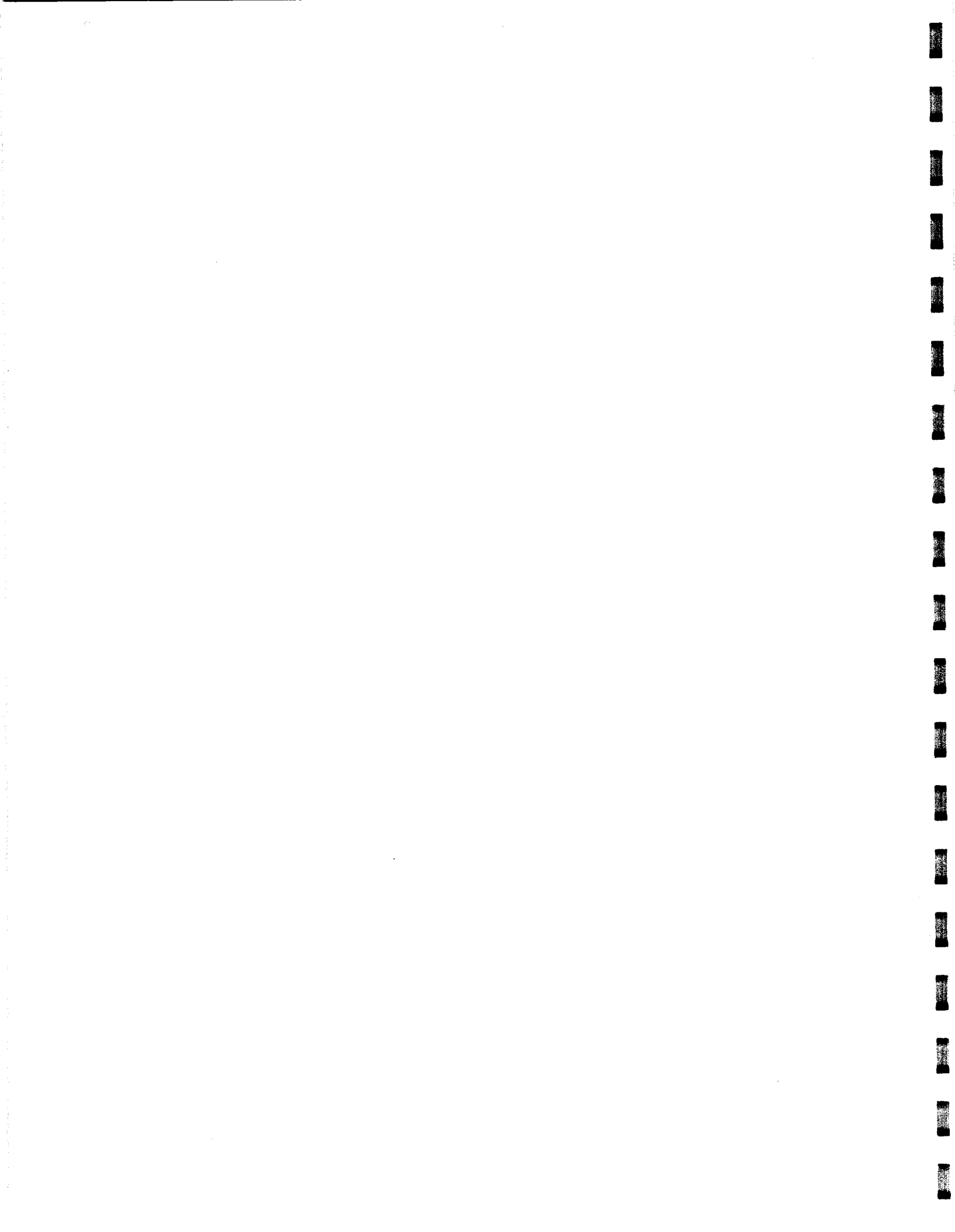
All other terms and conditions of the Bid and specifications are unchanged.

This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Free Contracting, Inc

ADDRESS: 1620 Old Frankfort Pike, Lexington KY 40504

SIGNATURE OF BIDDER:  / President
Rhonda Fister.



1.04 BID SCHEDULE

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

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

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

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

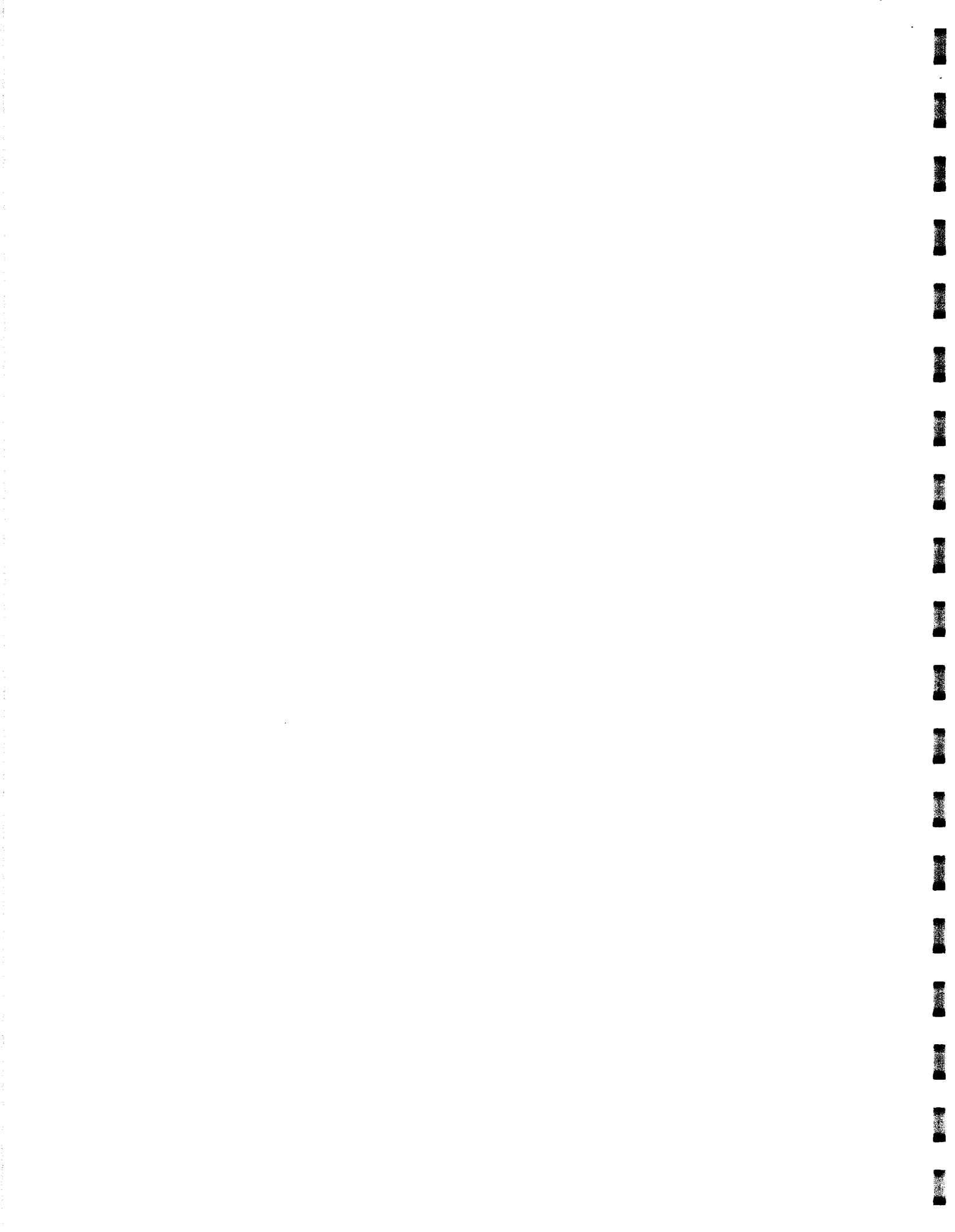
For a lump sum based bid, the item total is the bid amount the Owner uses for bid comparison.

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

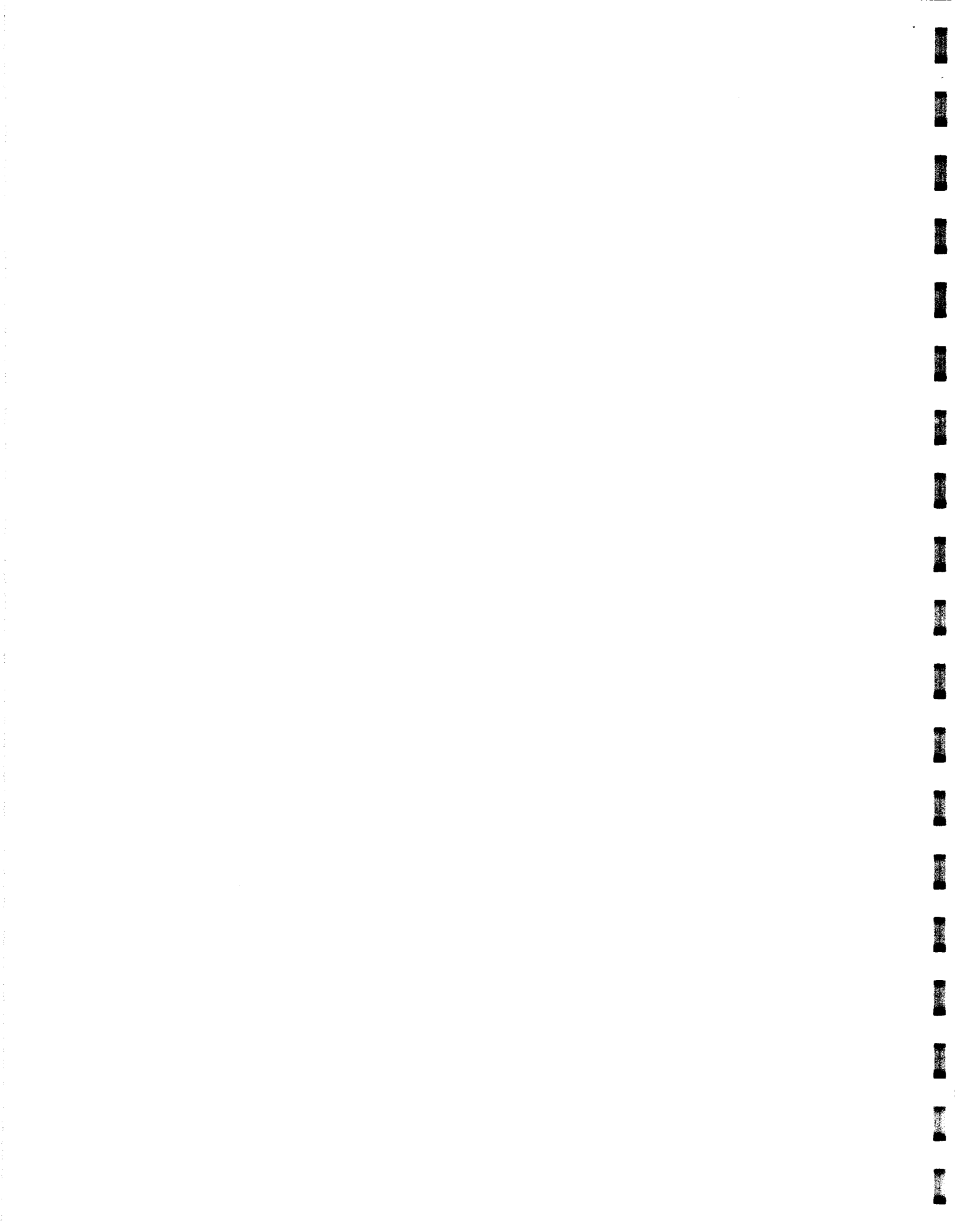
The Owner's decision on the bid amount is final.

SCHEDULE A – ALL WORK EXCLUDING ROCK REMOVAL

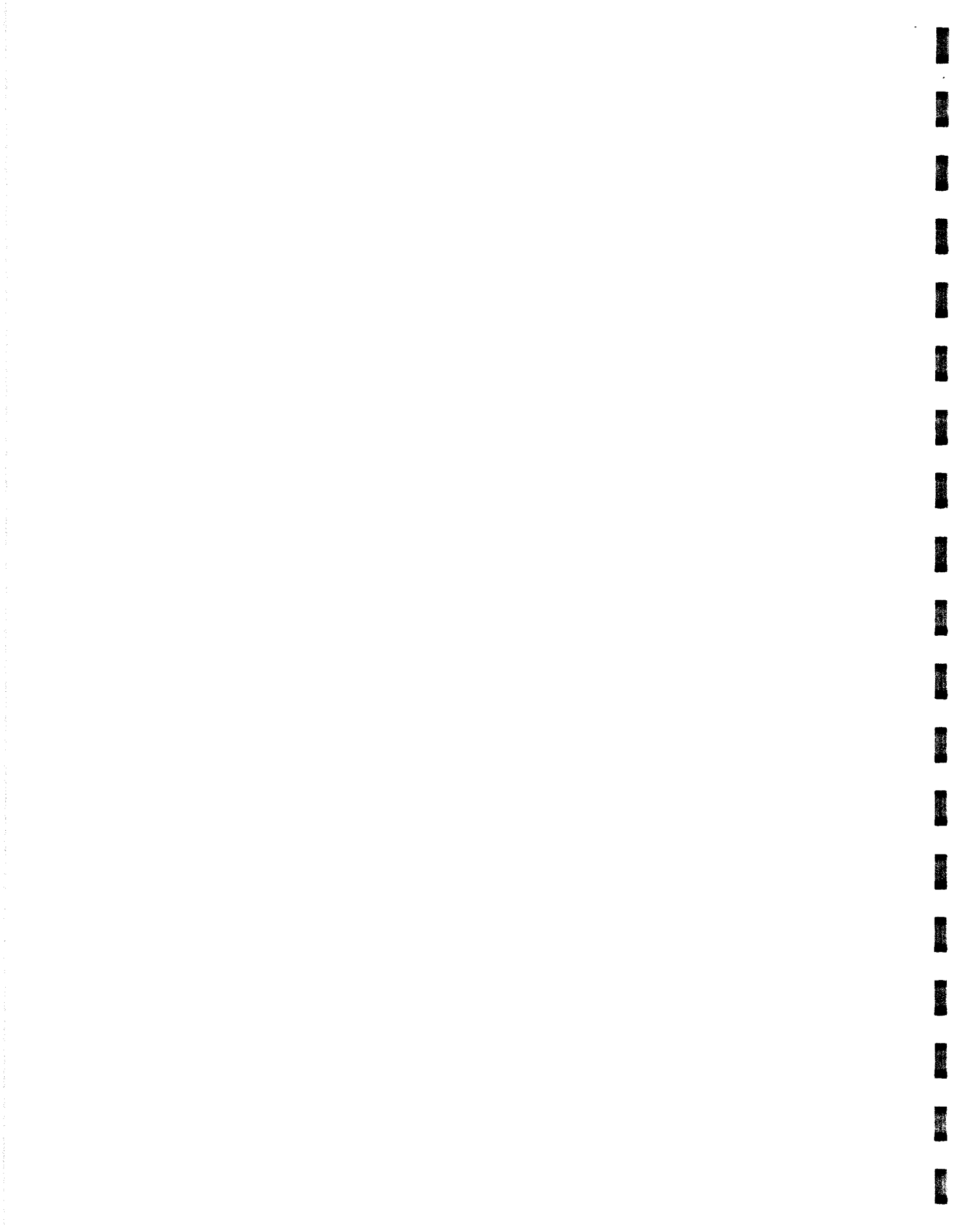
Item	Description	Qty	Unit	Unit Price	Item Price
1	Mobilization	1	LS	\$	\$
2	Bonds and Insurance	1	LS	\$	\$
3	General Requirements	1	LS	\$	\$
4	Demobilization	1	LS	\$	\$
5	Erosion and Sediment Control and Conformance with SWPPP	1	LS	\$	\$
6	6-inch Gravity Sewer Lateral (PVC) (All Depths)	300	LF	\$	\$
7	8-inch Gravity Sewer Pipe, PVC (SDR 35), 6.1'-10' depth	70	LF	\$	\$
8	10-inch Gravity Sewer Pipe, PVC (SDR 35), 6.1'-10' depth	10	LF	\$	\$
9	12-inch Gravity Sewer Pipe (DIP, RCP, PVC), 10.1'-14' depth	15	LF	\$	\$
10	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	10	LF	\$	\$
11	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	60	LF	\$	\$
12	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), greater than 14' depth	135	LF	\$	\$
13	21-inch Gravity Sewer Pipe (Uni-Flange Series 1300-P Restraint) (All Depths)	245	LF	\$	\$
14	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 0-6' depth	20	LF	\$	\$
15	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 6.1'-10' depth	350	LF	\$	\$
16	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 10.1'-14' depth	225	LF	\$	\$



17	24-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	100	LF	\$	\$
18	24-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	35	LF	\$	\$
19	24-inch Gravity Sewer Pipe (DIP), installed in Richmond Road, 6.1'-10' depth	490	LF	\$	\$
20	24-inch Gravity Sewer Pipe (DIP), installed in Richmond Road, 10.1'-14' depth	90	LF	\$	\$
21	27-inch Gravity Sewer Pipe (FRP, RCP, PVC), 6.1'-10' depth	985	LF	\$	\$
22	27-inch Gravity Sewer Pipe (Uni-Flange Series 1300-P Restraint) (All Depths)	240	LF	\$	\$
23	30-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	295	LF	\$	\$
24	30-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	810	LF	\$	\$
25	30-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), greater than 14' depth	290	LF	\$	\$
26	36-inch Steel Encasement Pipe, Bore & Jack	230	LF	\$	\$
27	42-inch Steel Encasement Pipe, Bore & Jack	230	LF	\$	\$
28	Connect existing 4-inch sewer to manhole	2	EA	\$	\$
29	Connect existing 6-inch sewer to manhole	2	EA	\$	\$
30	Connect existing 8-inch sewer to manhole	3	EA	\$	\$
31	Connect existing 10-inch sewer to manhole	1	EA	\$	\$
32	Connect existing 12-inch sewer to manhole	2	EA	\$	\$
33	Connect existing 15-inch sewer to manhole	1	EA	\$	\$
34	Connect existing 18-inch sewer to manhole	1	EA	\$	\$
35	Connect existing 24-inch DI sewer to manhole	3	EA	\$	\$
36	Install 6-Inch Cleanout	1	EA	\$	\$
37	Partially demolish and fill manhole (in Pavement)	16	EA	\$	\$
38	Partially demolish and fill manhole (outside Pavement)	12	EA	\$	\$
39	Shallow Manhole, 4-foot diameter (depth < 5.0 ft.)	1	EA	\$	\$
40	Standard Manhole, 4-foot diameter (depth 5.1 to 6.0 ft.)	8	EA	\$	\$
41	Standard Manhole, 5-foot diameter (depth to 6.0 ft.)	11	EA	\$	\$
42	Standard Manhole, 6-foot diameter (depth to 6.0 ft.)	2	EA	\$	\$
43	Standard Manhole, 8-foot diameter (depth to 6.0 ft.)	1	EA	\$	\$
44	Replace Exist. Shallow Manhole, 4 ft. diameter (depth < 5.0 ft.) (Open Cut Line)	1	EA	\$	\$
45	Replace Exist Manhole, 4 ft. diameter (depth 5.1 to 6.0 ft.) (Open Cut Line)	2	EA	\$	\$
46	Replace Exist. Manhole, 6 ft. diameter (depth to 6.0 ft.) (Open Cut Line)	2	EA	\$	\$
47	Manhole Barrel Extensions, 4 ft. diameter	44	VF	\$	\$
48	Manhole Barrel Extensions, 5 ft. diameter	58	VF	\$	\$

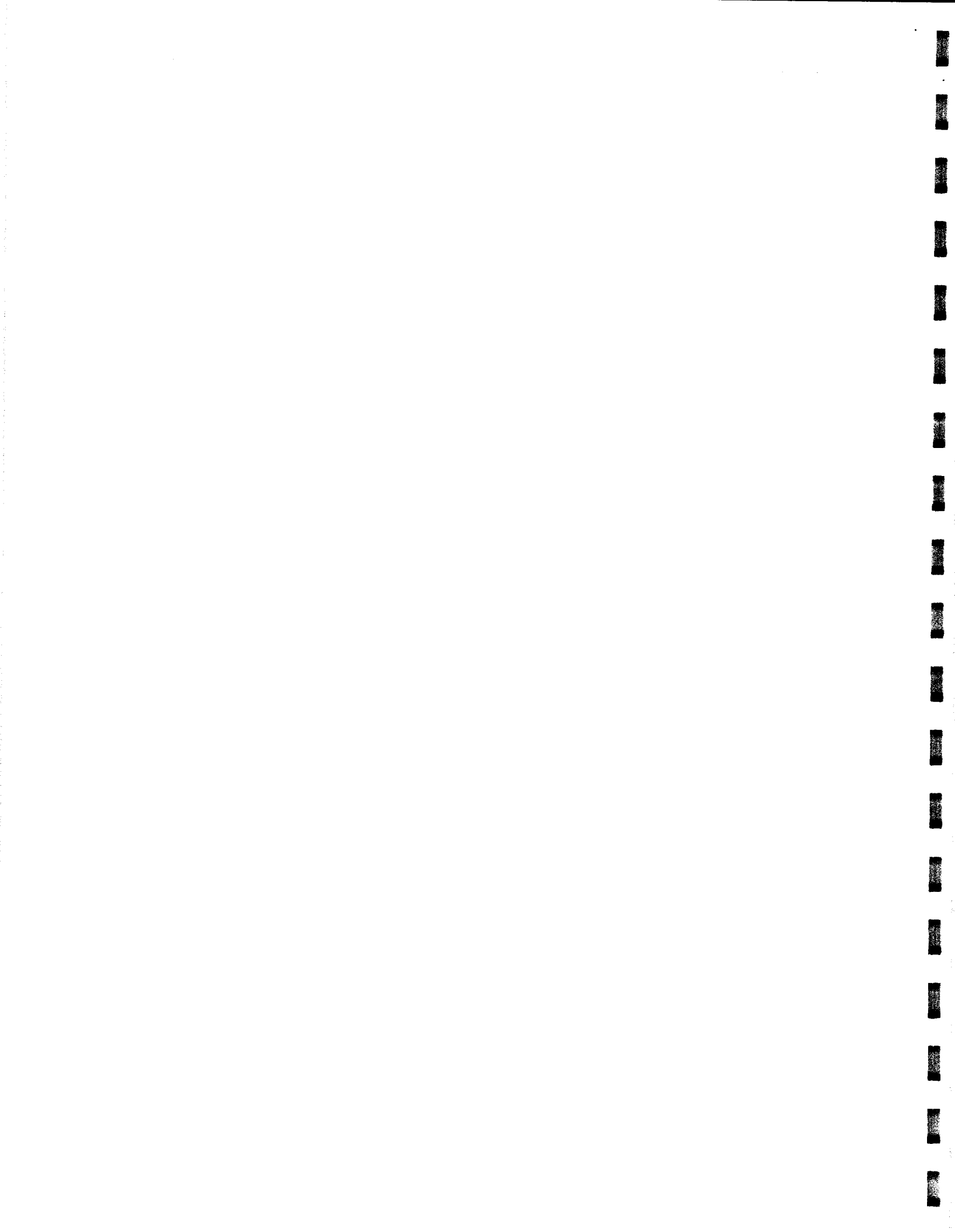


49	Manhole Barrel Extensions, 6 ft. diameter	17	VF	\$	\$
50	Manhole Barrel Extensions, 8 ft. diameter	4	VF	\$	\$
51	Manhole Exterior Drop Connection (8"-10")	4	EA	\$	\$
52	Manhole exterior Drop Connection (12"-21")	1	EA	\$	\$
53	Manhole Diaphragm, Manhole Anti-Flotation Collar, & Watertight Cover	3	EA	\$	\$
54	Cut and Cap existing 8-inch sewer	3	EA	\$	\$
55	Cut and Cap existing 10-inch sewer	1	EA	\$	\$
56	Cut and Cap existing 12-inch sewer	1	EA	\$	\$
57	Cut and Cap existing 15-inch sewer	1	EA	\$	\$
58	Cut and Cap existing 18-inch sewer	1	EA	\$	\$
59	Cut and Cap existing 24-inch sewer	1	EA	\$	\$
60	Cap new 24-inch sewer	2	EA	\$	\$
61	Cap new 27-inch sewer	2	EA	\$	\$
62	Video inspection of new sewer pipe	5,122	LF	\$	\$
63	Tree Removal, > 12-inch diameter	2	EA	\$	\$
64	Bituminous Pavement Surface Replacement (with Concrete or Bituminous Base)	1,280	SY	\$	\$
65	Dense Graded Aggregate (DGA) Replacement (6" depth)	10	SY	\$	\$
66	Roadway and Parking Lot Striping	2300	LF	\$	\$
67	Roadway Stop Bar	42	LF	\$	\$
68	Roadway Directional Arrow	4	EA	\$	\$
69	Cross Walk Striping	10	LF	\$	\$
70	Bicycle Lane Symbol	2	EA	\$	\$
71	Seeding, Temporary, as directed by Engineer	7050	SY	\$	\$
72	Seeding, Permanent	7050	SY	\$	\$
73	Concrete Curb Replacement	120	LF	\$	\$
74	Concrete Sidewalk Replacement	8	SY	\$	\$
75	Concrete Handicap Ramp Replacement	2	EA	\$	\$
76	Dense Graded Aggregate – DGA, Extra as directed by Engineer	10	Ton	\$	\$
77	No. 9 Crushed Stone, Extra as directed by Engineer	10	Ton	\$	\$
78	No. 57 Crushed Stone, Extra as directed by Engineer	10	Ton	\$	\$
79	No. 2 Crushed Stone, Extra as directed by Engineer	10	Ton	\$	\$
80	Flowable (Controlled Density) Fill (Richmond Road)	430	CY	\$	\$
81	Milling and Resurfacing (Richmond Road)	1	LS	\$	\$
82	Temporary Pavement (Richmond Road)	160	TON	\$	\$
83	Bypass Pumping Setup, < 12-inch Sewer Line	6	EA	\$	\$



84	Bypass Pumping Setup, ≥ 12-inch to < 15-inch Sewer Line	4	EA	\$	\$
85	Bypass Pumping Setup, ≥ 15-inch to <18-inch Sewer Line	3	EA	\$	\$
86	Bypass Pumping Setup, ≥18-inch to <24-inch Sewer Line	2	EA	\$	\$
87	Bypass Pumping Setup, ≥ 24-inch to 36-inch Sewer Line	2	EA	\$	\$
88	Bypass Pumping, < 12-inch Sewer Line	200	HR	\$	\$
89	Bypass Pumping, ≥12-inch to < 15-inch Sewer Line	300	HR	\$	\$
90	Bypass Pumping, ≥ 15-inch to < 18-inch Sewer Line	600	HR	\$	\$
91	Bypass Pumping, ≥ 18-inch to < 24-inch Sewer Line	500	HR	\$	\$
92	Bypass Pumping, ≥ 24-inch to 36-inch Sewer Line	250	HR	\$	\$
93	Remove 15" DIP from Exist. 6'x10' Box Culvert and Fill with Non-Shrink Grout (See Plan Sheet 4)	1	LS	\$	\$
94	Existing Fence Removal and Replacement on KY American Water Company Property	530	LF	\$	\$
95	Maintenance of Traffic	1	LS	\$	\$
96	Combination Vacuum/Hydraulic Jet/Hydro Excavator, extra as directed by Engineer	10	HR	\$	\$
97	Backhoe/Extend-a-hoe, extra as directed by Engineer	10	HR	\$	\$
98	Hoe Ram, extra as directed by Engineer	10	HR	\$	\$
99	Dump Truck, Single Axle, extra as directed by Engineer	10	HR	\$	\$
100	Dump Truck, Tandem or Tri-Axle, extra as directed by Engineer	10	HR	\$	\$
101	Large Track Hoe, CAT 311 or Equivalent, extra as directed by Engineer	10	HR	\$	\$
102	Small Track Hoe, CAT 301.6C or Equivalent, extra as directed by Engineer	10	HR	\$	\$
103	Skid-Steer Loader, extra as directed by Engineer	10	HR	\$	\$
104	Roller/Compactor, extra as directed by Engineer	10	HR	\$	\$
105	Traffic Maintenance – Type 1 (Flagger), extra as directed by Engineer	10	HR	\$	\$
106	Electronic Arrow Board, extra as directed by Engineer	10	HR	\$	\$
107	Electronic Message Board, extra as directed by Engineer	10	WK	\$	\$
Schedule A (Items 1 thru 107), all work excluding Rock Removal and Special Restoration				\$	\$

Schedule B1 & B2 are for the same work from STA. 10+36 to STA. 17+71 on Line "C" as shown on the Plans. Schedule B1 shows line items for replacing the existing sanitary sewer using "Pipe Bursting" method of construction. Schedule B2 shows line items for replacing the existing sanitary sewer by "Dig and Replace" method. Power pole stabilization and guy wire replacement required for either schedule shall be included in the unit price for sewer line. Damage to storm pipes and/or structures shall be repaired at no additional cost unless listed in the Bid Schedule and only the quantities listed. All cost for storm sewer pipe and structure repair or replacement other than what is listed shall be included in unit



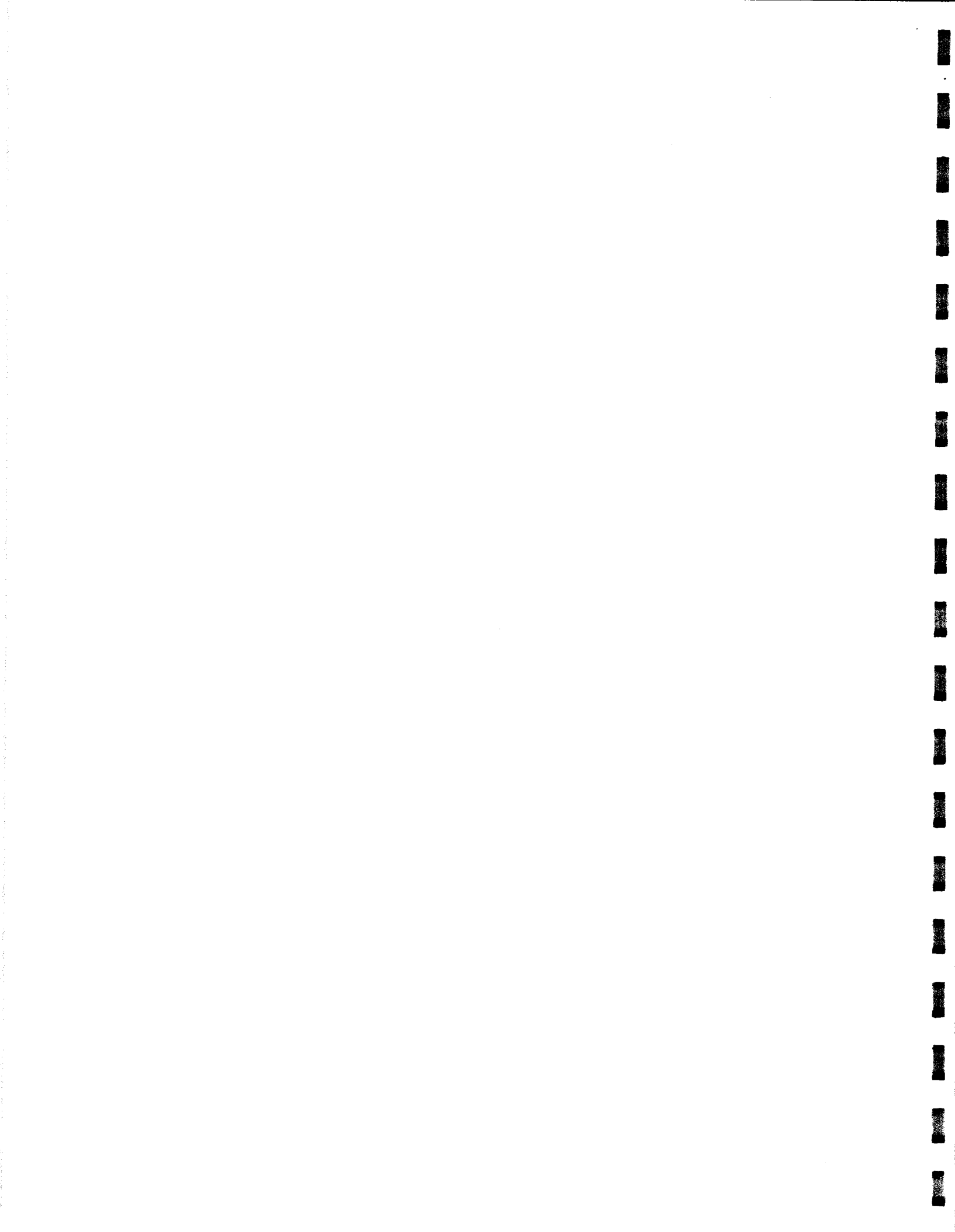
prices of other items. Contractor shall select method of construction by filling out either Schedule B1 or B2. **DO NOT COMPLETE BOTH SCHEDULE B-1 AND B-2, ONLY THE METHOD TO BE INCLUDED IN THE TOTAL BID AMOUNT.**

SCHEDULE B1 – LINE C, STA. 10+36 to STA. 17+71 (PIPE BURST)

Item	Description	QTY	Unit	Unit Price	Item Price
B1.1	14-Inch Fusible PVC, by Pipe Burst	715	LF	\$	\$
B1.2	Connect Existing 6-Inch Sewer to Manhole	3	EA	\$	\$
B1.3	Connect Existing 8-Inch Sewer to Manhole	6	EA	\$	\$
B1.4	Connect Existing 12-Inch Sewer to Manhole	1	EA	\$	\$
B1.5	Replace Exist. Manhole, 4-foot Diameter (Depth to 6.0 ft.)(Pipe Burst Line)	4	EA	\$	\$
B1.6	Replace Exist. Manhole, 4-foot Diameter with 5-foot Diameter Interior Drop Manhole (Depth to 14.0 ft.)(Pipe Burst Line)	3	EA	\$	\$
B1.7	Manhole Barrel Extensions, 4 ft. Diameter	21	VF	\$	\$
B1.8	Cleanout, on 4" or 6" Service Lateral to Pipe Burst Line (In Pavement)	5	EA	\$	\$
B1.9	Reconnect Exist. Service Lateral to Pipe Burst Line (In Pavement)	2	EA	\$	\$
B1.10	Video Inspection of New Sewer Pipe	715	LF	\$	\$
B1.11	Bituminous Pavement Surface Replacement	2,500	SY	\$	\$
B1.12	Maintenance of Traffic	1	LS	\$	\$
Schedule B1, STA. 10+36 to STA. 17+71 (PIPE BURST)				\$	

SCHEDULE B2 – LINE "C", STA. 10+36 to STA. 17+71 (OPEN CUT)

Item	Description	QTY	Unit	Unit Price	Item Price
B2.1	15-Inch (RCP, PVC) or 14-Inch (DIP, FRP) Gravity Sewer Pipe, 10.1'-14' depth	535	LF	\$	\$
B2.2	15-Inch (RCP, PVC) or 14-Inch (DIP, FRP) Gravity Sewer Pipe, greater than 14' depth	180	LF	\$	\$
B2.3	Connect Existing 6-Inch Sewer to Manhole	3	EA	\$	\$
B2.4	Connect Existing 8-Inch Sewer to Manhole	6	EA	\$	\$
B2.5	Connect Existing 12-Inch Sewer to Manhole	1	EA	\$	\$
B2.6	Replace Exist. Manhole, 4-foot Diameter (Depth to 6.0 ft.)(Open Cut)	4	EA	\$	\$
B2.7	Replace Exist. Manhole, 4-foot Diameter with 5-foot Diameter Interior Drop Manhole (Depth to 14.0 ft.)(Open Cut)	3	EA	\$	\$
B2.8	Manhole Barrel Extensions, 4 ft. Diameter	21	VF	\$	\$
B2.9	Cleanout, on 4" or 6" Service Lateral (In Pavement)	5	EA	\$	\$
B2.10	Reconnect Exist. Service Lateral	2	EA	\$	\$



B2.11	Video Inspection of New Sewer Pipe	715	LF	\$	\$
B2.12	Bituminous Pavement Surface Replacement	2,850	SY	\$	\$
B2.13	Maintenance of Traffic	1	LS	\$	\$
B2.14	Roadway and Parking Lot Striping	100	LF	\$	\$
B2.15	Concrete Curb Replacement	50	LF	\$	\$
B2.16	Concrete Sidewalk Replacement	90	SY	\$	\$
B2.17	36" Equiv. Elliptical RCP Storm Sewer	150	LF	\$	\$
B2.18	Remove & Replace 4' x 4' Catch Basin, 0-6' depth	1	EA	\$	\$
B2.19	Remove & Replace 4' diameter storm water MH, 0-8' depth	1	EA	\$	\$
B2.20	Brick Pillar Replacement @ Ashford Place	1	EA	\$	\$
B2.21	Landscape Restoration	1	LS	\$	\$
Schedule B2, STA. 10+36 to STA. 17+71 (OPEN CUT)				\$	

The Contract Documents state that blasting is not permitted. However, LFUCG has made the determination that blasting is an acceptable method for rock removal on this project.

The lowest total bid amount with rock removal by mechanical methods or blasting methods will be the basis for each Bidder's Bid Amount utilized in the award of the Contract.

SCHEDULE C – ROCK REMOVAL

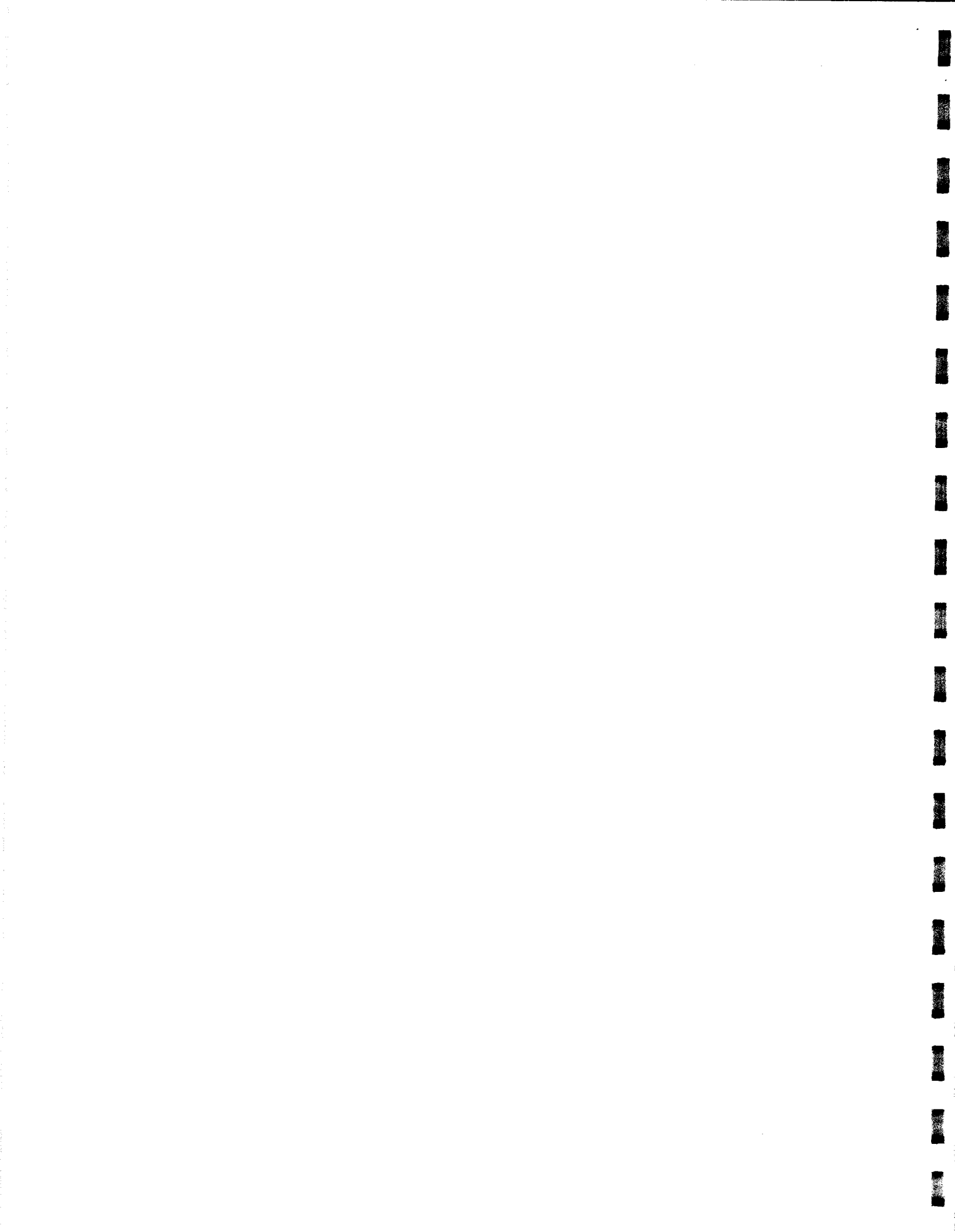
Item	Description	QTY	Unit	Unit Price	Item Price
C1	Rock Removal by Mechanical or Blasting Methods	3,100	CY	\$	\$
Schedule C, Rock Removal				\$	

SCHEDULE D – SPECIAL RESTORATION (See Section 00880 – Special Restoration Provisions)

Item	Description	QTY	Unit	Unit Price	Item Price
D1	Rob Prop, LLC, 651 Perimeter Drive	LS	1	\$	\$
Schedule D, Special Restoration				\$	

TOTAL BID AMOUNT (sum of Schedule A, Schedule B1 or B2, Schedule C, and Schedule D):

_____ Dollars (\$ _____)



If rock removal by blasting methods is involved in the Agreement (Contract), blasting must comply with Federal, State, and Local Regulations and National Codes on the purchase, transportation, storage, and use of explosive material. Codes include, but are not limited to the following:

1. Storage, security, and accountability: Bureau of Alcohol, Tobacco, and Firearms (BATF): 27 CFR Part 181.
2. Shipment: DOT, 49 CFR Parts 171-179, 390-397.
3. Safety and Health: OSHA 29 CFR Part 1926, Subpart U.
4. Transportation and Storage: NFPA 495, Chapters 3 through 6.
5. Kentucky Department of Mines and Minerals code for explosive disintegration of rock.

The Contractor must complete the following before explosives are brought to site:

1. Obtain all required permits from authorities having jurisdiction, with copies to Owner.
2. Obtain Blasting and Liability insurance in accordance with Kentucky Department of Highway requirements. A copy of the Declaration of Insurance shall be provided to the Owner.
3. Complete preblast survey with signed copy to Owner.

Preblast survey shall be completed to document the existing conditions of structures or utilities within 500 feet of the blast or that could be at risk from blasting damage. At least thirty (30) days before initiation of blasting, the Contractor shall notify, in writing, all residents or owners of dwellings or other structures located within one-half (1/2) mile of the blasting area advising that they may request a preblast survey. Contractor to maintain records of notifications and responses to be submitted to the Engineer. A preblast survey is required for all residents or owners within one-half mile that request one. Such documentation is to be of such quality to determine whether blasting operations damaged structures. Preblast survey shall utilize video, still images and report forms to document each structure. Video with audible description of observations shall be used to observe general conditions of each structure and to note specific damage that exists to structure prior to blasting. Still images shall be utilized to supplement video as needed to document specific conditions of each structure. Report form shall document date of survey, and who was present during survey. Forms shall also be utilized to supplement video as to the conditions of structures. Existing damage such as cracked foundations, brick facade, and etc. shall have reference object such as a scale in image or video. Audio commentary of cracked foundations, brick facades, etc. shall denote width of cracks. The Contractor shall submit three copies of video, still images, and pdf copies of report forms on CD's.

Respectfully Submitted,

FIRM: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

DATE: _____

BY: _____

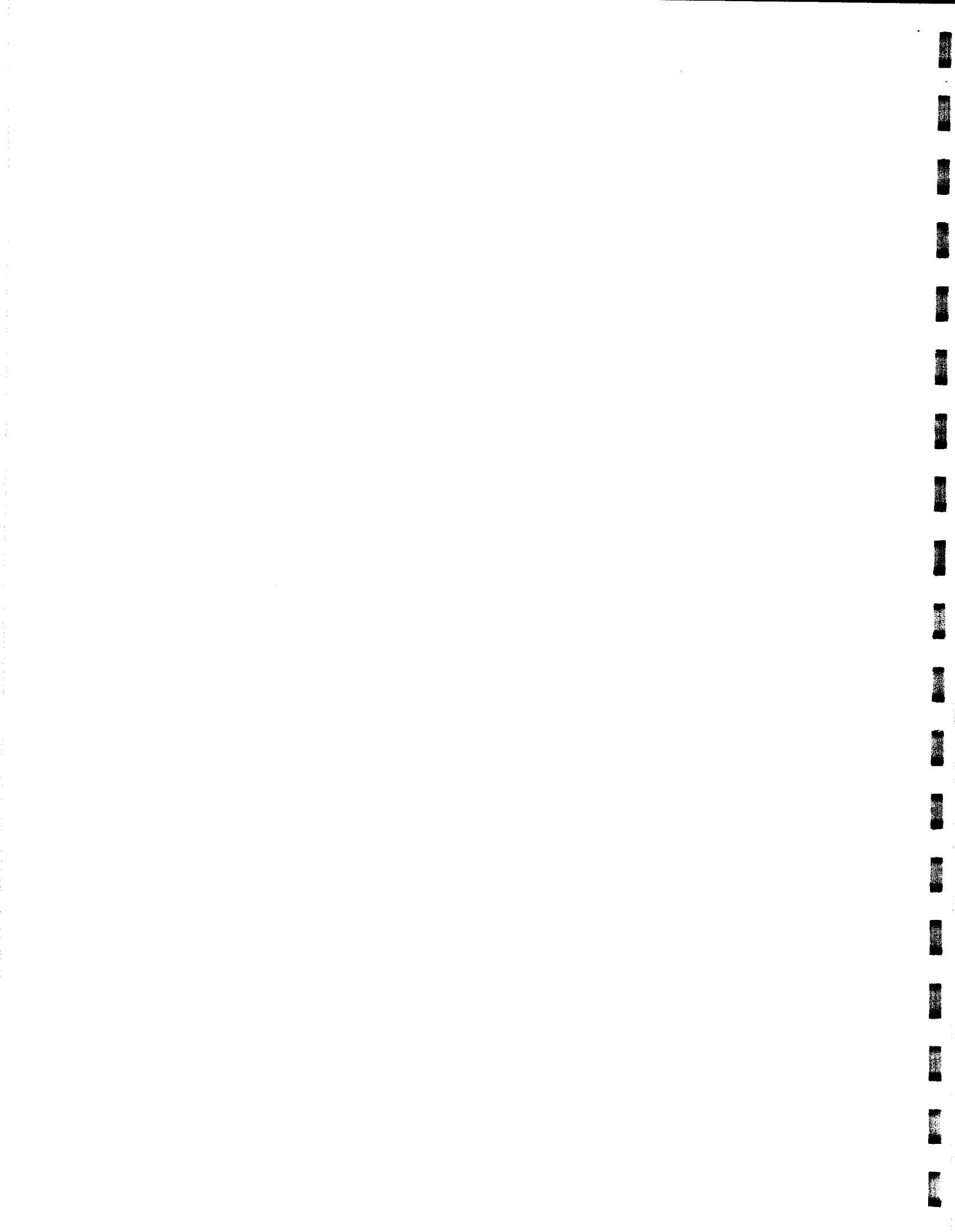
(must be original signature)

TITLE: _____

PHONE: _____ FAX: _____

(area code, number & extension)

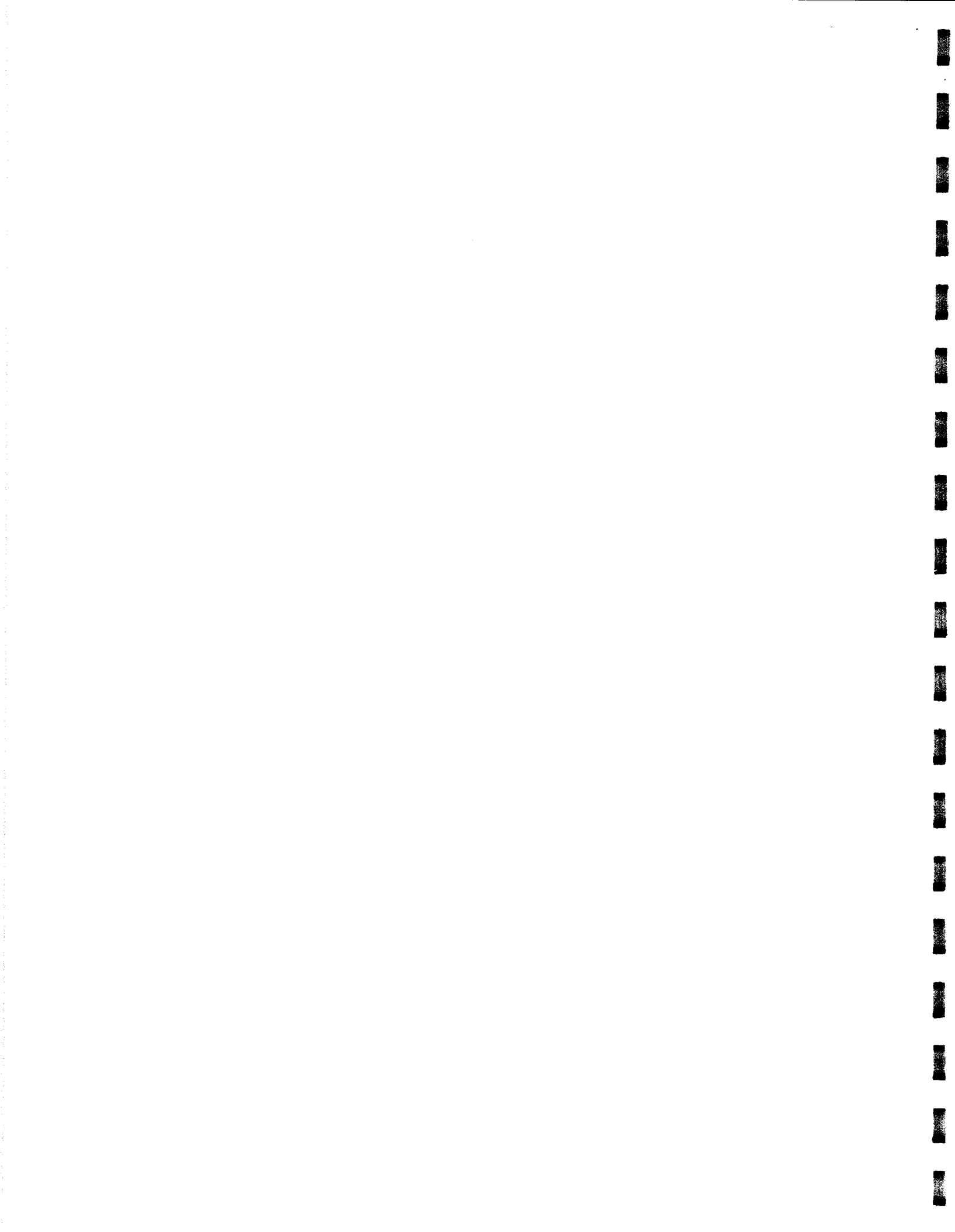
EMAIL ADDRESS: _____



OFFICIAL ADDRESS AND PHONE:

(Seal if Bid is by Corporation)

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





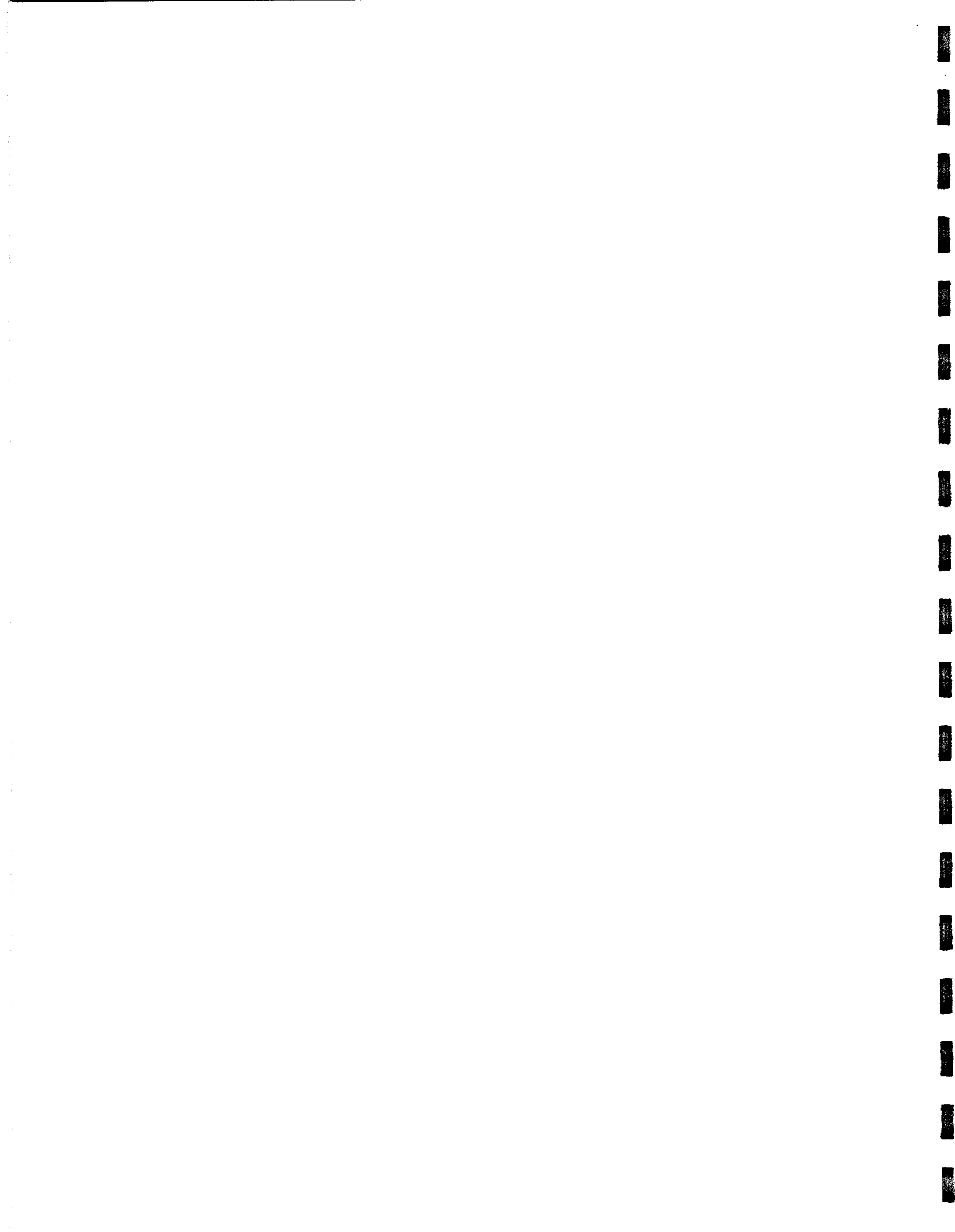
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 Fax: (502) 695-9810

Lexington Fayette Urban County Government
Division of Water Quality
Woodhill Trunk Sewer Replacement
Remedial Measures Project Plan ID No. WH16
LFUCG Bid No. 4-2015
Pre-Bid Meeting Minutes
February 12, 2015, 10:00 AM (local time)
Division of Water Quality
125 Lisle Industrial Avenue, Suite 180,
Lexington, KY 40511

Bid Opening Date: February 26, 2015 at 2:00 PM (local time) at LFUCG
 Division of Purchasing, 200 East Main Street, Third Floor, Room 338, Lexington,
 KY 40507.

- 1) Sign in Sheet *(See attached)*
- 2) Introductions
- 3) Brief Project Overview
The project consists of the replacement of approximately 5,500 linear feet of gravity sanitary sewer and the installation of 35 manholes in the Woodhill corridor.
- 4) Vernon Azevedo, PE, Remedial Measures Program Manager, Comments
- 5) Doug Baldwin, PE, Division of Water Quality Engineer
- 6) Brian Marcum, LFUCG Division of Purchasing, Comments
 - a. *Cutoff for questions is February 18, 2015 @ 4:00PM.*
 - b. *The issuing of addenda and interpretation of Contract Documents should be addressed to the Director of Central Purchasing (preferably via Economic Engine), who in turn will have an addendum issued for the Lexington Fayette Urban County Government.*
 - c. *Bids will be opened February 26, 2015 @ 2:00PM.*
 - d. *Federal and State wage rates apply to the project.*
 - e. *Bonds*

Highway Engineering
 Structural Engineering
 Water & Wastewater
 Site Development
 Right-of-Way
 Master Planning
 Environmental Planning
 Surveying
 Project Management
 Cost Estimation
 Construction Inspection
 Aviation Services
 Environmental Remediation
 Landscape Architecture





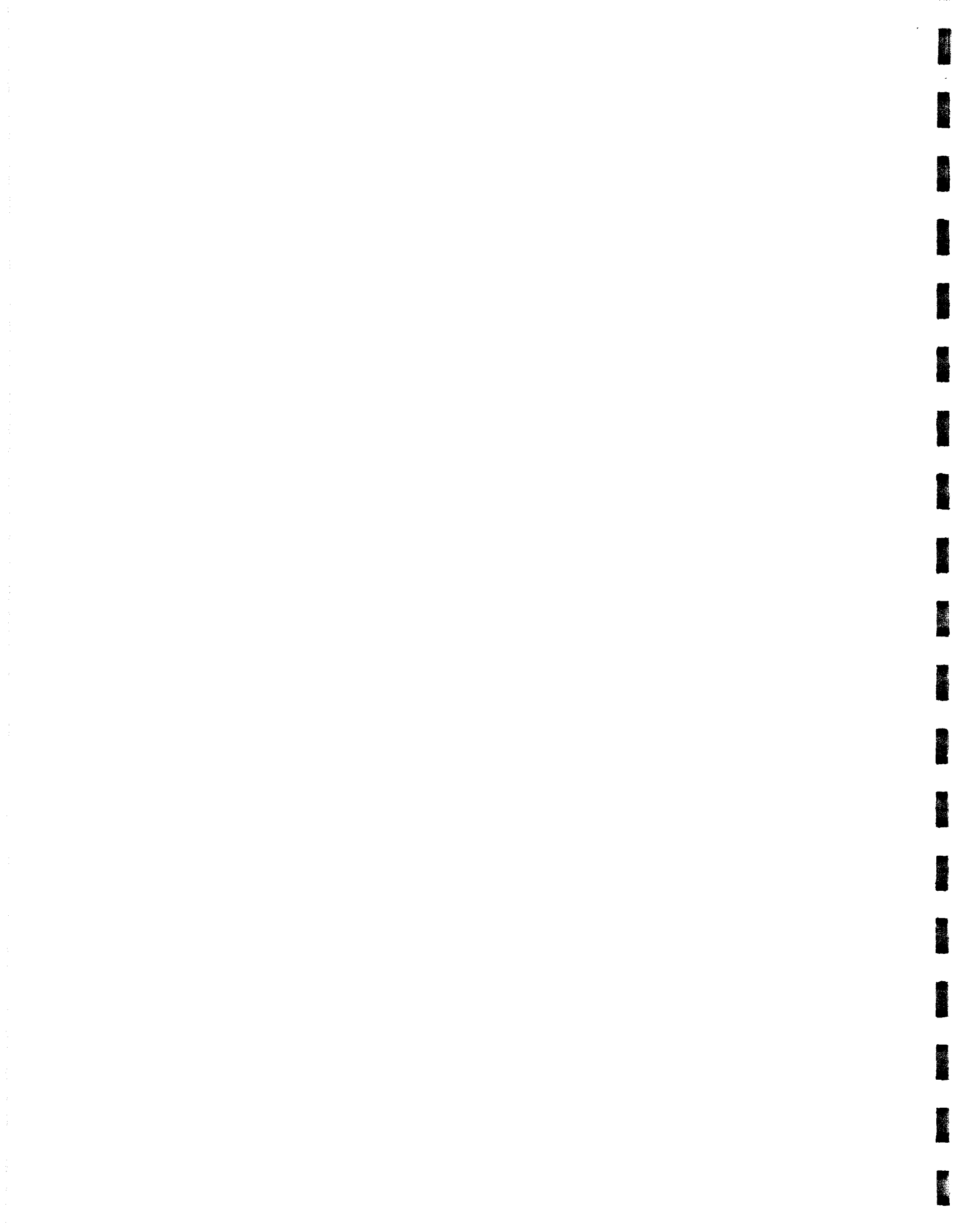
7) Marilyn Clark, MBE, WBE and DBE, Comments

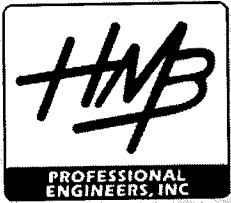
- a. *This project is funded by the Environmental Protection Agency.*
- b. *The Contractor shall submit with their bid the following items to the Lexington Fayette Urban County Government:*
 - *Affirmative Action Plan of the firm*
 - *Current Work Force Analysis Form*
 - *Good Faith Effort Documentation to meet the MWDBE goals*
 - *List of Disadvantaged Business Enterprise Subcontractors and the Dollar Value of each Subcontract*
- c. *The Contractor shall keep the list of DBE Subcontractors throughout the project in case the replacement of a DBE Subcontractor is required.*

8) Ray Bascom PE, Project Engineer, HMB

General Items of Discussion:

- Both Federal and State wage rates apply to the project. Wage rates are included in the Contract Documents in Section 00820, "Wage Determination Schedule." Contractor shall check both the State and Federal wage rate for each classification of worker used on project and use higher of the two. Contractor is responsible for requesting wage rate for any classification of worker not listed in both State and Federal determination and include in their bid.
- Project is funded by a Clean Water State Revolving Fund loan. Therefore, all SRF/KIA requirements shall be followed by the contractor.
- Specification Section 01025 – Measurement and Payment describes work to be included in each pay item. Contractor's submitting bids are strongly encouraged to read this section prior to filling out the Bid Form.
- Schedule A Bid item 108 Electronic Message Board: Please note that the unit is per hour and not per week.





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- Schedule A; Bid Item No. 65 – Asphalt Surface Overlay (6” Compacted) and Bid Item 83 – Temporary Pavement (Richmond Road) are for the same thing. We need to discuss the best way to handle this.

A new Bid form will be included in an addendum to resolve the above two (2) items.

- Schedule B1 and B2 discussion. Pipe Bursting versus Open Cut on plan sheet 5. See note at the top of page 00410-8 of the Bid Form.

Only fill out schedule B1 or B2. Do not fill out both.

36” Storm Pipe shown on Sh.5 should not be in conflict if Pipe Bursting is used as the method for construction.

- Note – Blasting requirements on page 00410-10 of the Bid Form and on page 02225-2.

A preblast survey is required for all structures and utilities within a 500 foot radius of the blasting area. At least thirty (30) days before the initiation of blasting, the Contractor shall notify, in writing, all residents or owners of dwellings or other structures located within one-half (1/2) mile of the blasting area advising that they may request a preblast survey. Contractor to maintain records of notifications and responses to be submitted to the Engineer. A preblast survey is required for all residents or owners within one-half mile that request one.

- Construction access plan sheets. Sheets 11-13. Unless the Contractor makes other arrangements with property owners the access shown on these plan sheets is the only allowable access. *Contractor shall provide a copy of any agreement made with property owners to LFUCG and Engineer. Agreement shall have a statement to hold LFUCG & Engineer harmless.*
- KYTC encroachment permits have been obtained for work to be performed in Richmond and New Circle Road. Permits are





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included in Section 00890. Contractor shall abide by all permit requirements.

- KYTC Bonds will be provided by LFUCG.
- Work on the New Circle and Richmond Road bores can be performed outside of the 9:00 am to 3:00 pm time frame.
- Lane Closure Details for US 25 (Richmond Road) are included in section 00890.
- Upon completion of sanitary sewer installation in Richmond Road, both driving lanes and the bike lane will be milled 1 ½" and resurfaced as shown on plan sheet 2.
- Night work may be allowed on Richmond Road in accordance with section 00890.
- Per Section 01205, Labor Provisions, "Any overtime work (greater than 40 hours in one week) shall require the Contractor to reimburse the Owner for additional resident inspection costs at an hourly rate times 1 ½ overtime multiplier." Base rate for the resident inspector is \$42.50 per hour.
- Per Section 01025, Measurement and Payment, the Contractor is required to submit a Construction Schedule within 15 days after formal execution of the Agreement.
- The Contractor will also be required to submit a sequence of construction plan for approval by LFUCG and the Engineer prior to beginning construction. Note 2 on plan sheet 2 list some critical areas that must be addressed in the plan.
- The sequence of construction plan shall address how vehicular and pedestrian access and safety will be maintained during construction. Special consideration shall be paid to keeping the businesses located in the rear of Rob Prop. LLC accessible during construction especially if Schedule B2 is used.
- Construction on Home Depot Property Notes on plan sheet 3 shall be strictly followed.





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- Specification section 01520; Part 1; Subsection 1.01-E shall refer to Note 2 of Plan Sheet 1 in the final sentence.
- Specification section 01520 shall be strictly adhered to during construction.
- Temporary bypass pumping will only be allowed in accordance with section 01520.
- Contractor shall install concrete cradles as shown in Appendix C on all pipes reconnected to proposed Manholes for line 12" and greater in diameter. Cost of cradle shall be included in unit price of connections 12" and greater. This is a new requirement for LFUCG.
- All PVC pipe, 10' deep or greater, must be SDR 26, in accordance with specification section 02532 article 2.02.
- Payment for the pipeline items shall be limited to seventy percent (70%) of the bid price prior to testing and acceptance by the Engineer, then shall be limited to eighty-five percent (85%) after passing testing included in the line item, and one hundred percent (100%) after rough clean up and grading (final restoration paid separately).
- Payment for structures (manholes, junction boxes, curb box inlets, etc) shall be limited to eighty-five percent (85%) when set and backfilled, with the remaining fifteen percent (15%) being paid after passing testing.
- Retainage – see section 00800, Articles 14.02 A. 6-8
- Note the maximum trench width for pavement replacement reimbursement on plan sheet GN-1. Pipe OD + 4 Feet.
Contractor will be responsible for replacement of damaged pavement outside of maximum trench width at no additional cost to the Owner.
- Unless included as a separate bid item in the bid form, all landscaping replacement is incidental to work performed near





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concrete curbs, landscape islands, sidewalks, or handicap ramps. Contractor shall include the cost of replacing landscaping in these areas in the unit price for concrete curb, sidewalks, or handicap ramps.

- See details plan sheet GN 1 for backfill requirements inside and outside of pavement. These details show what is included in pay items.
- Special restoration schedule D in Bid Form includes 1.5" asphalt overlay of Rob Prop. LLC, plan sheet 5.
- Cut-off date for contractors questions 2/18/15 at 4:00 pm. **ALL** questions to be sent to Director of Central Purchasing preferably via Economic Engine.

9) Contractor Questions/Comments

Who will the LFUCG resident inspector be?

This is currently unknown.

Is a resident inspector required for all overtime work?

Each circumstance will be evaluated on a case by case basis by LFUCG or the Engineer.

What is the Engineer's estimate?

The range for the Engineer's estimate is \$2.8 to 3.5 million.

In areas where the proposed sewer line is deep will there be any expansion on the easements?

The total width of the proposed permanent easements and the temporary construction easements is 40'. This width should be sufficient for construction in all areas therefore no expansion is anticipated.





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Is it possible to have the gas company relocate the line shown on sheet 5?
It may be possible to have the gas line relocated but this is not a timely option and will be up to the Contractor to coordinate with the gas company if they wish to have the line relocated. Contractor shall pay any cost associated with the gas line relocation.

The Richmond Road Bore is shown to bore downhill, is this a requirement?

The direction of the bore in the Contractor's personal preference. The bore is shown downhill on the plan because that may be the best option to keep the system in service.

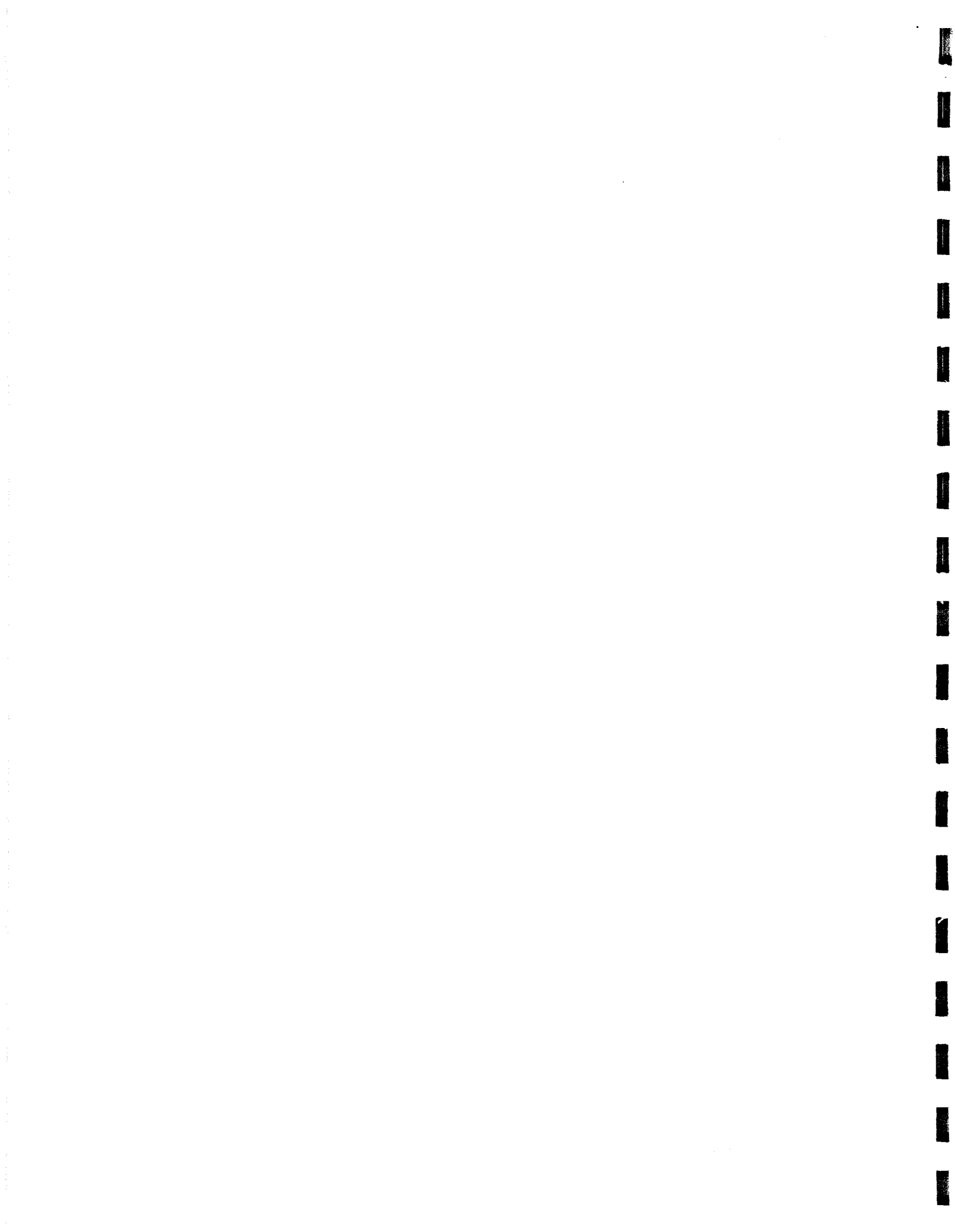
Engineer Comment - There is a new development going in on Southland Christian Church property next to Richmond Road that may change the rim elevations for manholes B-1, B-2, and B-2A. This will be handled as a field directive.

Project Start Date? Is LFUCG opposed to postdating the Notice to Proceed?

Construction is scheduled to start April 21, 2015. The goal for the project is to have the new sanitary sewer in service by December 31, 2015.

Is there a Storm Water Pollution Prevention Plan that has been approved by LFUCG?

An approved SWPPP was included in the Contract Documents. The Contractor may also submit their own SWPPP for approval should they choose to. For SWPPP and Erosion Control details see Section 02371 and Section 02374 respectively.





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Is the Contractor required to keep a chemical spill kit onsite?

A chemical spill kit is not required onsite.

Have staging and waste areas been acquired by LFUCG?

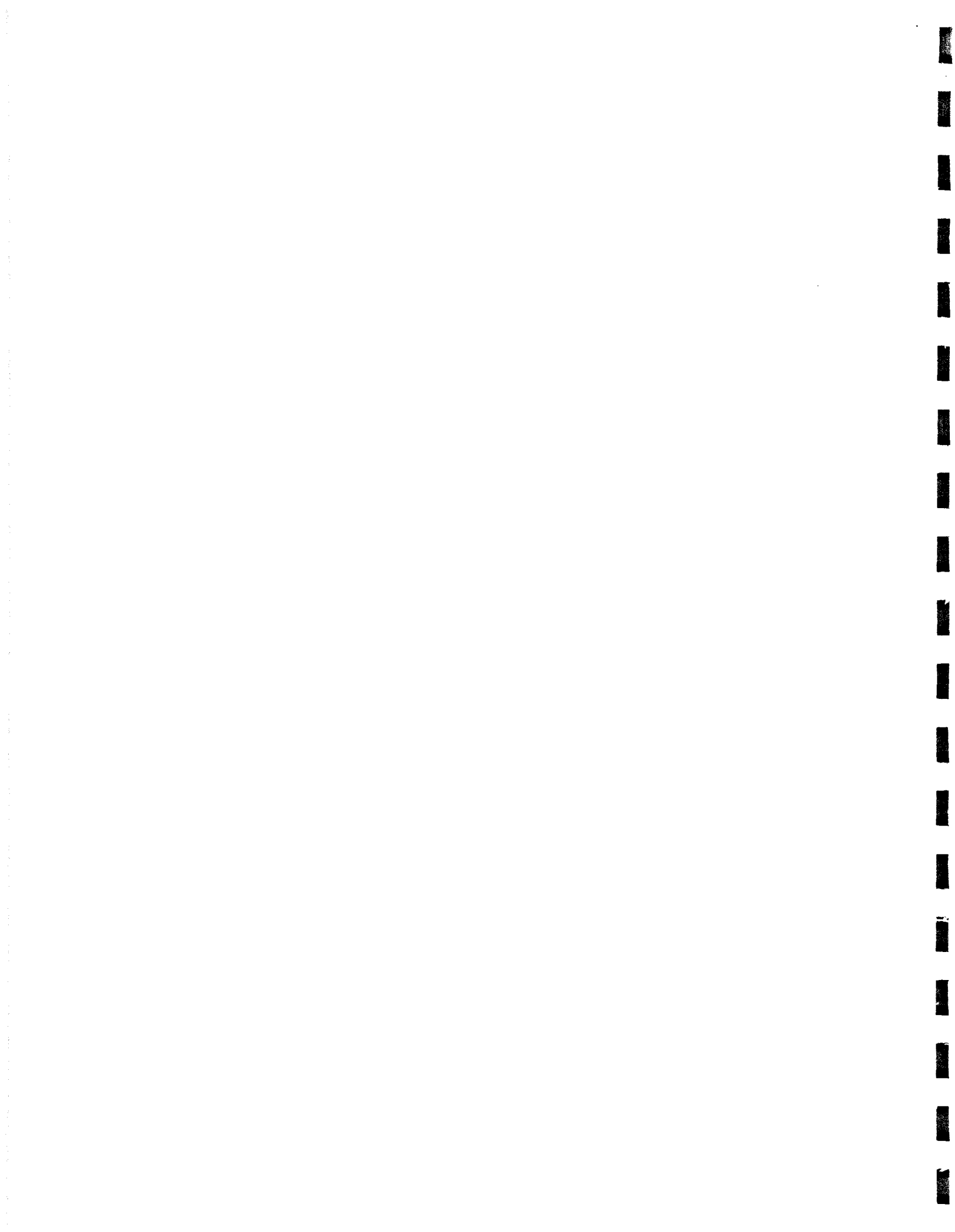
No, staging and waste areas are to be acquired by the Contractor. A copy of the Agreement between the Contractor and the property owner shall be submitted to LFUCG. Agreement shall have a statement that LFUCG shall be held harmless.

Is the Kentucky American Water Reservoir elevation shown on the plans the maximum pool elevation?

Due to the elevation of the spillway we assume the elevation shown is the maximum, but could fluctuate some depending on weather.

Note regarding penalties. Should LFUCG be fined due to any fault of the Contractor, those fines shall be paid by the Contractor.

A discussion was held regarding Erosion and Sediment Control. All requirements for the installation and maintenance of ESC measures are outlined in Section 02372 of the Contract Documents. Erosion and Sediment Control measures shall be installed prior to removal of vegetation and/or stripping of topsoil. The Contractor shall inspect and repair all erosion and sedimentation controls at least once every seven (7) calendar days, and within 24 hours after any storm event of 0.5 inch (4 inch snow) or greater. The Contractor shall maintain copies of inspection reports onsite at all times during construction.



February 18, 2015

EPA/KIA Funded Projects

Thank you for your interest in bidding on LFUCG Projects. This particular project is funded all or in part by EPA/KIA federal funds. This funding requires special paperwork and record keeping that is different from other LFUCG projects.

Fair Share Objectives (10% Goal):

The Fair Share Objectives for Kentucky have already been negotiated and are broken into 4 categories. Per LFUCG agreement with the EPA office in Atlanta, we will accept a 10% fair share objective for this project. That 10% objective can be reached by utilizing certified MBEs or certified WBEs or a combination of both. Please include their current certification documents with your bid. This is a federally funded project. We expect you to do your very best to reach the 10% goal.

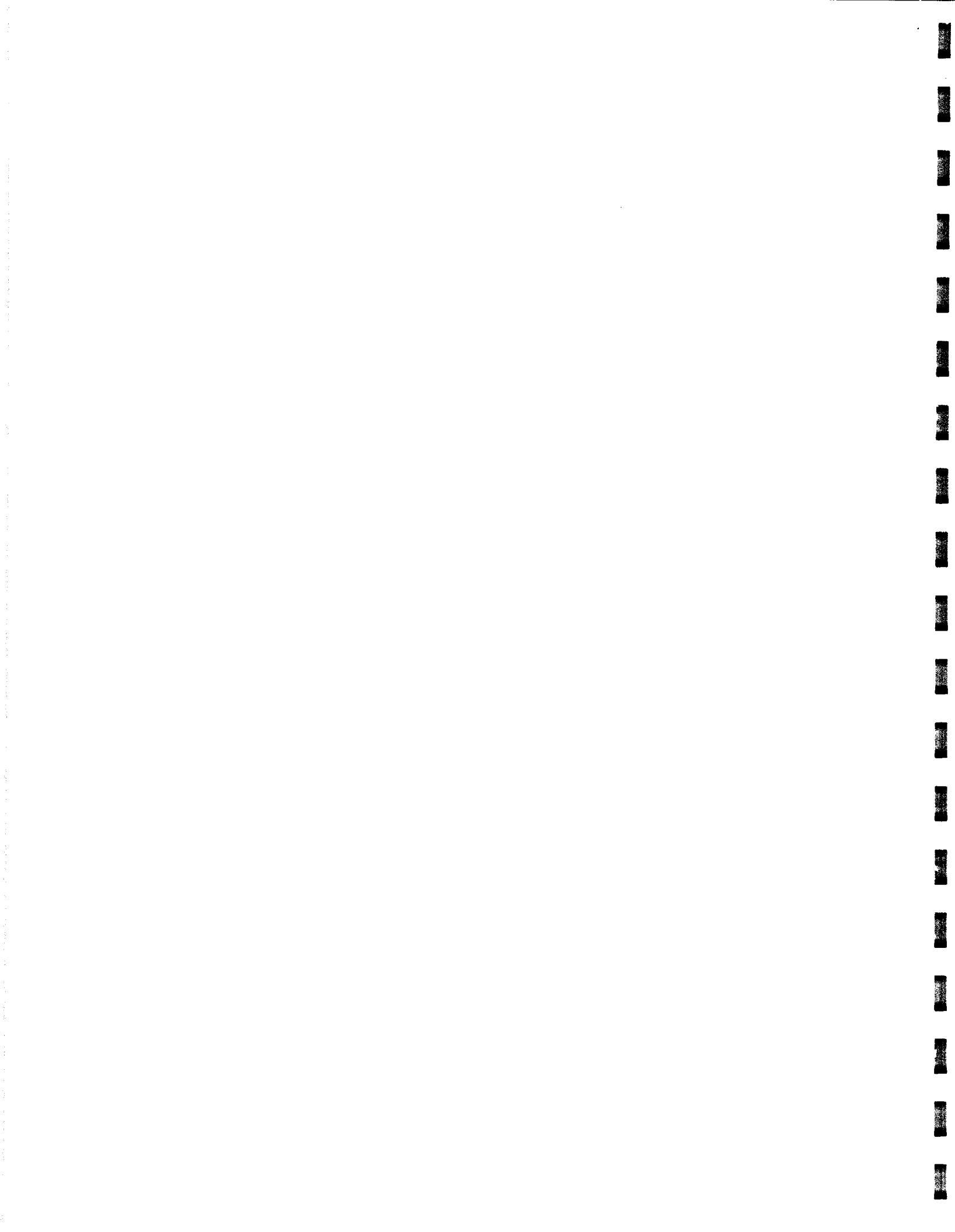
Six Good Faith Efforts:

You are required to employ each of the 6 Good Faith Efforts outlined in your bid documents. These efforts have to be done and documented whether you reach the 10% goal or not. Good Faith Effort #5 can be met by advertising your bid notification through the Kentucky Procurement and Technical Assistance Center (Kentucky PTAC). They will advertise your bid notification statewide and provide a receipt that should be included with your bid documents. The bid notification form is included with this information.

What are the Six Good Faith Efforts? The Good Faith Efforts are required methods employed by all EPA financial assistance agreement recipients to ensure that all Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance dollars.

The Six Good Faith Efforts Are:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, state and local government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBE) and the Minority Business Development Agency of the Department of Commerce. (locally KPAP Bid Match at bidmatch@ksbdc.org)
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.



Finding Capable Minority and Women Owned Businesses: Please contact me early in the bidding process by email at mclark@lexingtonky.gov

Send me a specific list of the kind of work areas you plan to sub out for this project. I will send you an excel spreadsheet of MWBE certified suppliers and contractors from the LFUCG Economic Engine data base. It is up to you to contact them to solicit quotes. Keep records of your interactions with each company in your EPA Bidder's List.

You can also find a link to the Kentucky DBE and the Kentucky MWBE certified businesses on my web page at www.lexingtonky.gov/MWBE

LFUCG Economic Engine

We will follow the progress of this project from beginning to completion. All prime contractors and all subcontractors should be registered in the LFUCG Economic Engine data base. The process is quick and simple. The link can be found at <https://lfucg.economicengine.com>

Forms:

The following forms should be included with your bid documents:

- 1) Disadvantaged Business Enterprise Participation Policy
- 2) EPA Form 6100-2 (DBE Subcontractor Participation Form)
- 3) EPA Form 6100-3 (DBE Subcontractor Performance Form)
- 4) EPA Form 6100-4 (DBE Subcontractor Utilization Form)

Forms to be submitted with your bid:

- 1) Disadvantaged Business Enterprise Participation Policy
- 2) EPA 6100-3
- 3) EPA 6100-4
- 4) Certification document(s) or letters for each minority or woman subcontractor participating on the project.

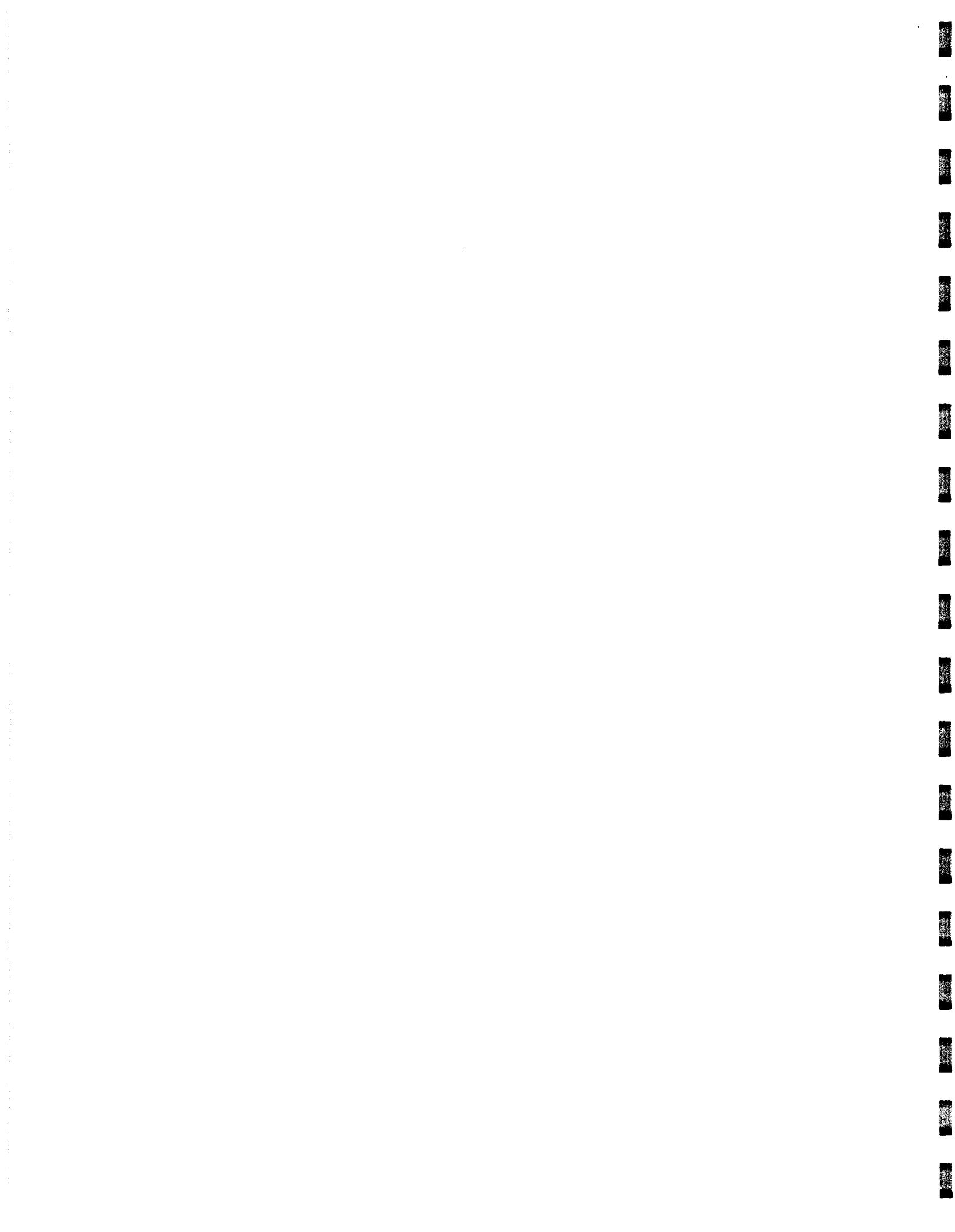
Required throughout the project:

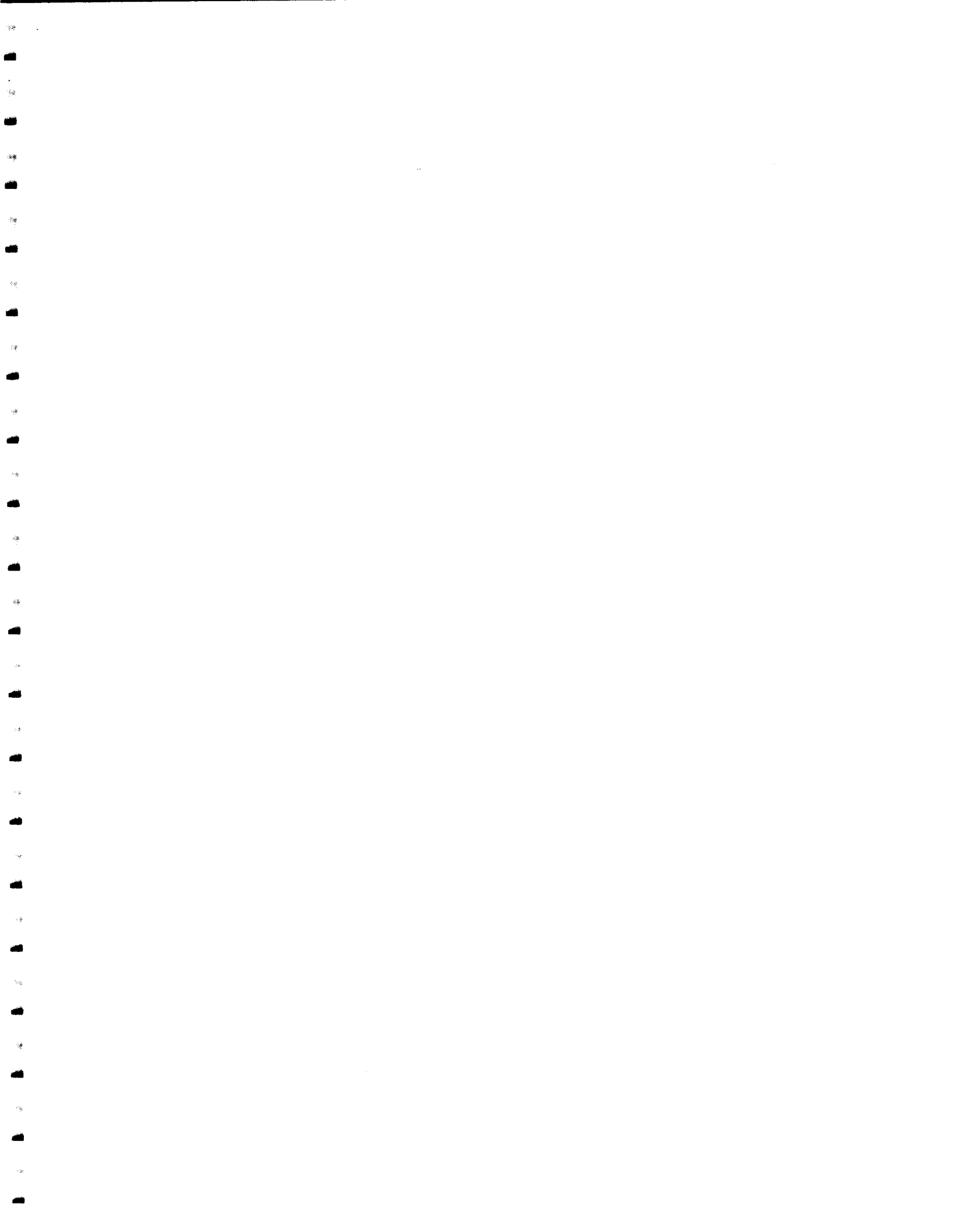
- 1) Six Good Faith Efforts should be used to secure any new DBE subcontractors or when substituting any DBE subcontractors throughout the project.
- 2) The EPA Bidder's List should be maintained throughout the entire project period.

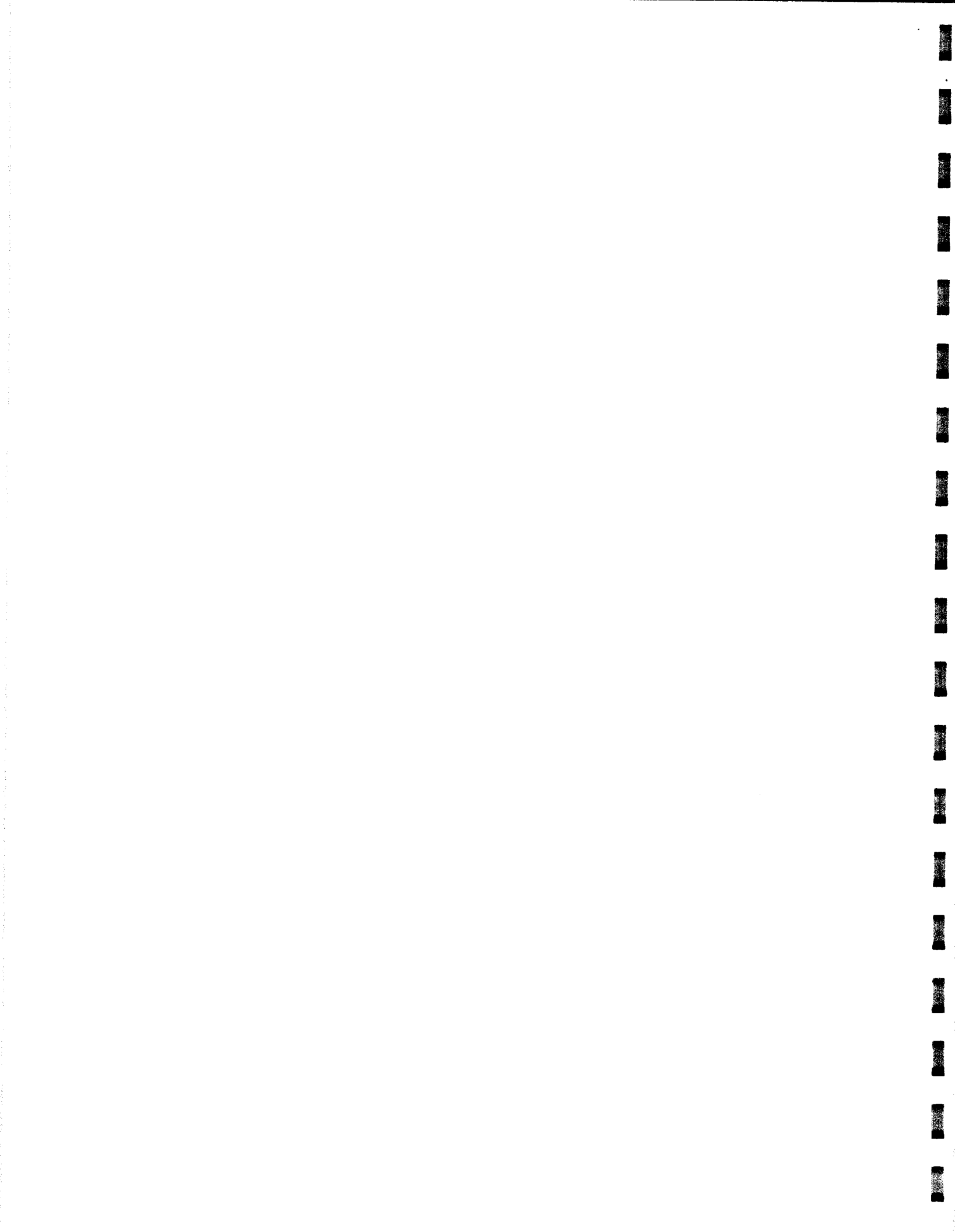
Apparent Low Bidder will work with the engineers and project managers assigned to this project to meet all the requirements and record keeping required by KIA in Frankfort.

If you have questions, don't hesitate to contact me.

Best regards,
Marilyn Clark, CCDP
Minority Business Enterprise Liaison
LFUCG Division of Central Purchasing
200 East Main Street, Room 341
Lexington, KY 40507
859-258-3323
mclark@lexingtonky.gov
www.lexingtonky.gov/MWBE







BID Notification

Please use this form in to submit your bid notices to Bid Match Services. **Do not convert form to pdf format.** Submit the form to bidmatch@ksbdc.org. A copy of your bid will be emailed to you after the bid notification has been posted. Please email all bid notices a minimum of one week before the bid date to ensure posting.

Today's Date: _____

Company Name: _____

Company Address: _____

City: _____ **State:** _____

BID Date: _____ **BID TIME:** _____

"Enter Company Name Here" is inviting quotes on the following.

Project: _____

Project Location: _____

Quotes Requested for the following Subcontractors:

Quotes Requested for the following Materials:

Additional Information:

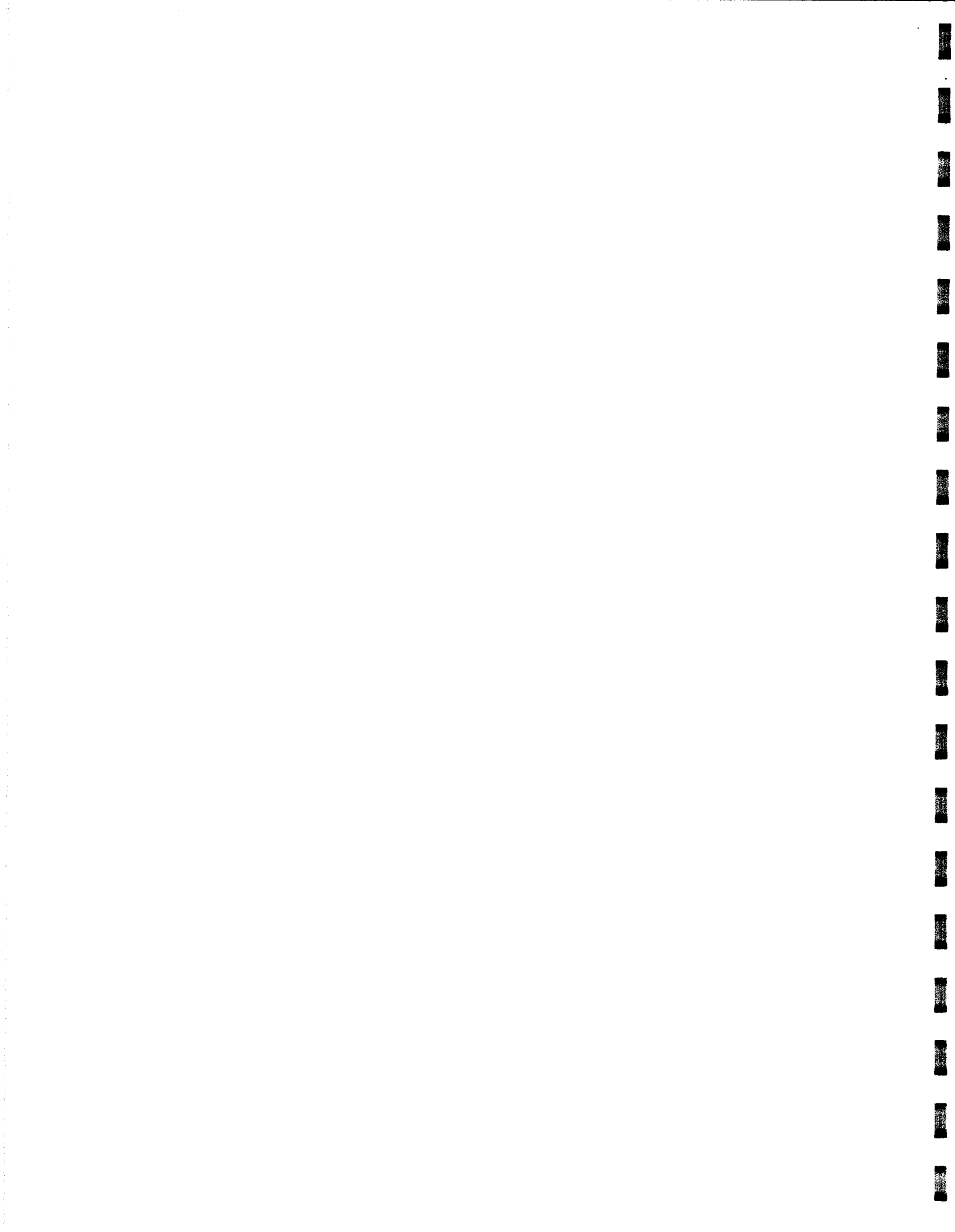
Plans Available at the following location(s):

Project Contact Information:

Name: _____

Phone: _____

Email: _____



General Decision Number: KY150161 01/23/2015 KY161

Superseded General Decision Number: KY20140161

State: Kentucky

Construction Type: Heavy

Counties: Bourbon, Clark, Fayette, Jessamine, Scott and Woodford Counties in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015

ELEC0369-004 09/02/2013

	Rates	Fringes
LINE CONSTRUCTION		
Equipment Operator.....	\$ 29.48	10.90
Groundman.....	\$ 19.53	8.91
Lineman.....	\$ 32.98	11.60

ELEC0369-008 05/28/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 29.88	14.78

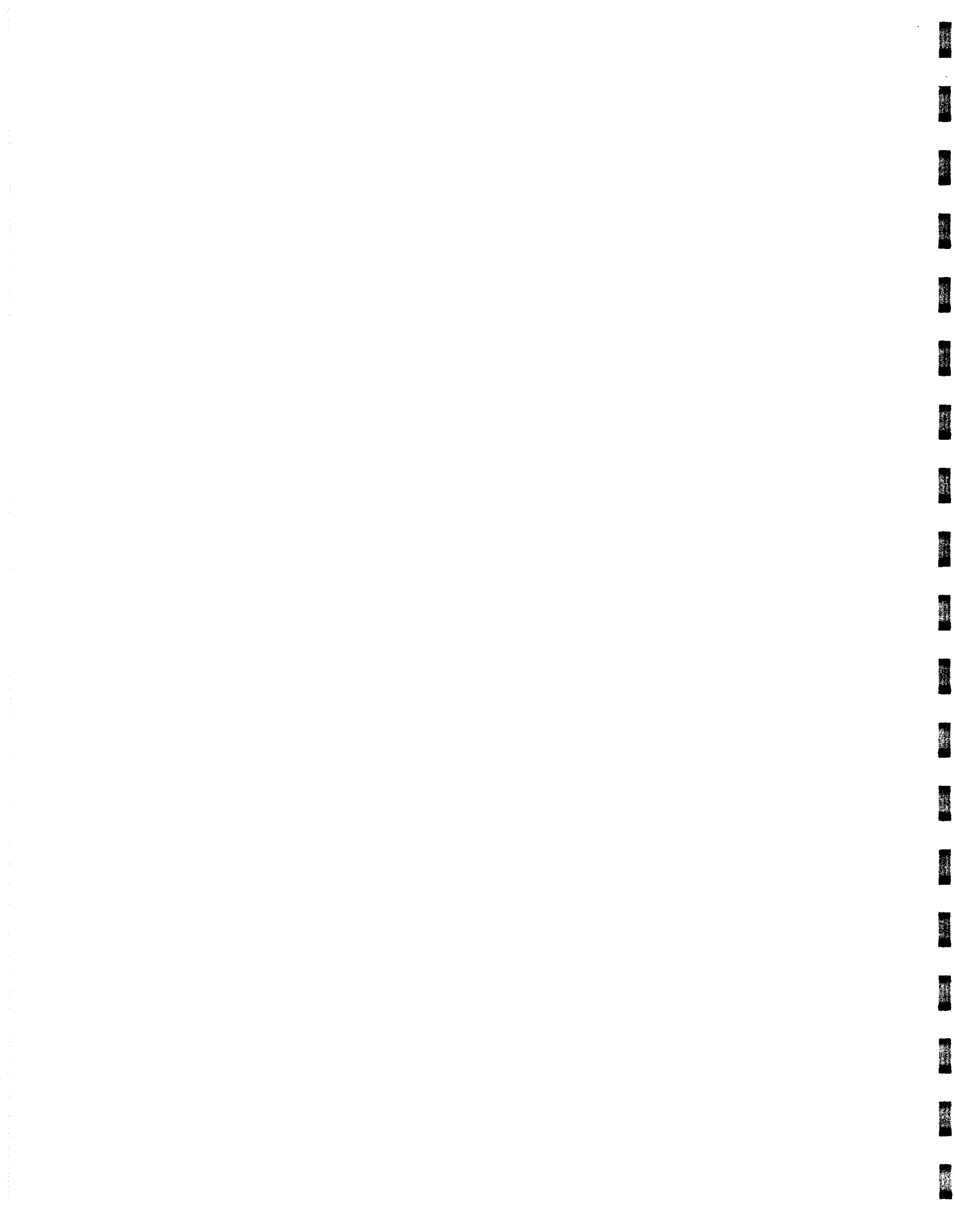
ENGI0181-016 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 27.66	14.15

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Crane; Forklift

Operators on cranes with boom 150 feet and over, including



jib, shall receive \$0.75 above Group 1. All cranes with piling leads will receive \$0.50 above Group 1 rate regardless of boom length. Combination rate shall mean \$0.50 per hour above the basic hourly rate of pay.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

ENGI0181-051 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 28.85	14.15
GROUP 2.....	\$ 26.24	14.15
GROUP 4.....	\$ 25.95	14.15

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Drill; Pumpcrete; Roller (Bituminous)

GROUP 2 - Bobcat/Skid Steer/Skid Loader; Concrete Pump; Roller (Rock)

GROUP 4 - Pump; Roller (Earth)

Operators on cranes with booms 150 feet and over (including jib) shall receive \$1.00 above Group 1 rate; 250 feet and over including jib shall receive \$1.50 above Class 1 rate. Combination Rate: All crane operators operating cranes, where the length of the boom in combination with the length of the piling leads equal or exceeds 150 feet, shall receive \$1.00 above the Group 1 rate.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

* IRON0044-005 08/27/2014

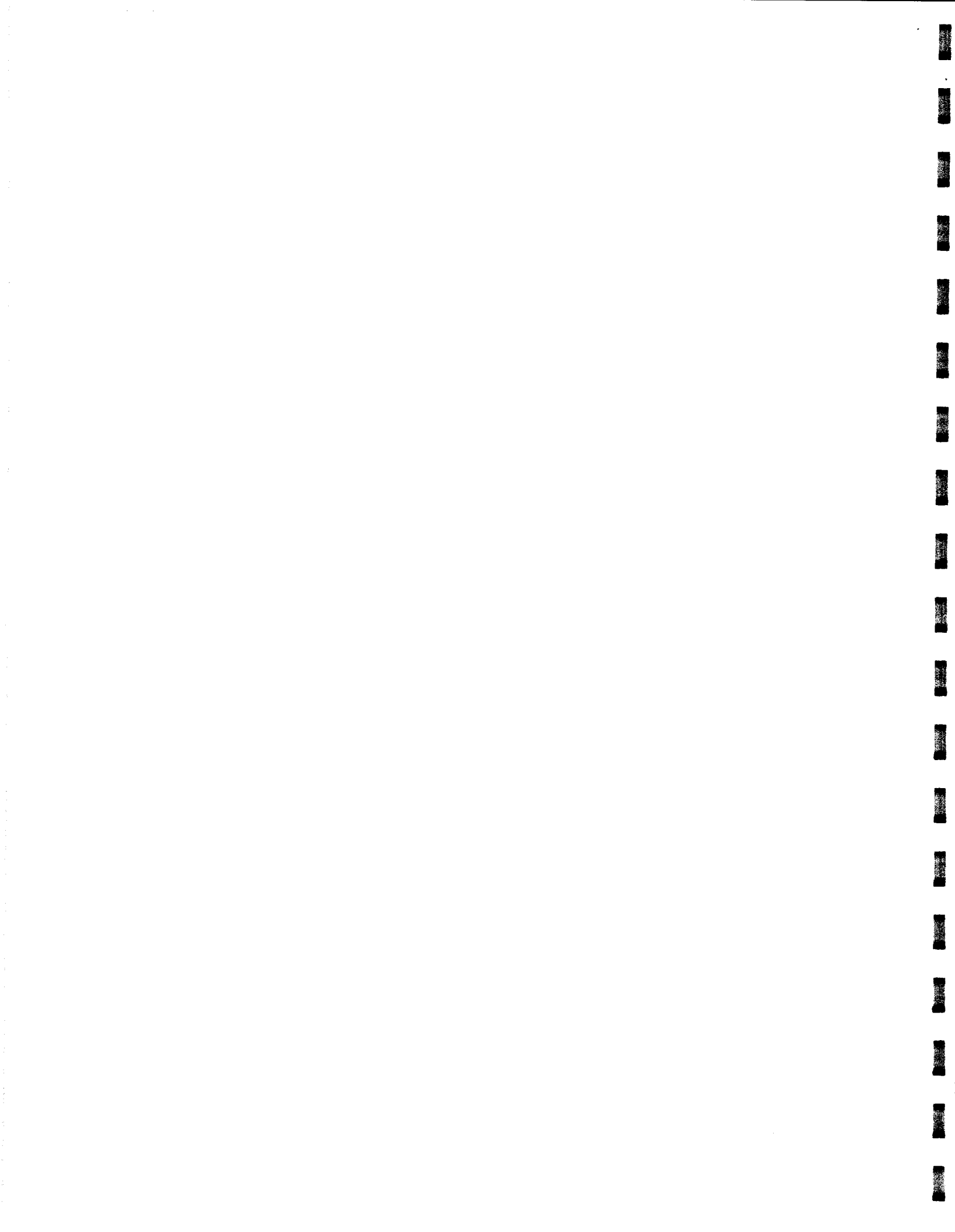
	Rates	Fringes
IRONWORKER (STRUCTURAL AND REINFORCING).....	\$ 25.65	18.85

IRON0070-011 06/01/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.97	19.75

LABO0189-020 07/01/2014

	Rates	Fringes
LABORER Concrete Worker.....	\$ 21.80	11.96



LABO0265-014 05/01/2014

	Rates	Fringes
LABORER		
Concrete Saw (Hand Held/Walk Behind).....	\$ 27.89	9.80
Flagger.....	\$ 27.72	9.80

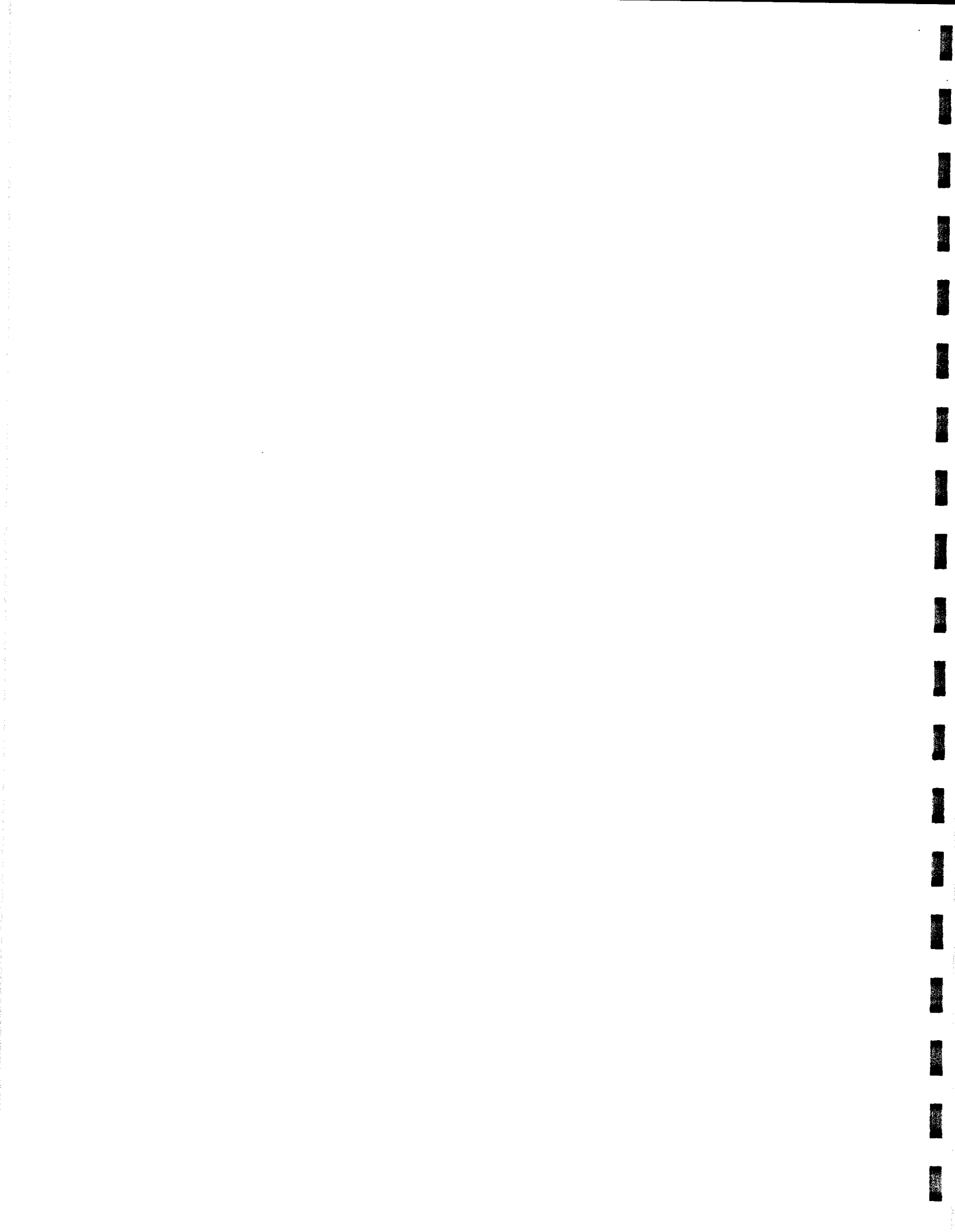
SUKY2011-038 06/25/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.80	8.76
LABORER: Common or General.....	\$ 22.17	9.64
LABORER: Concrete Finishing.....	\$ 25.75	8.60
LABORER: Pipelayer.....	\$ 19.66	10.85
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 22.56	12.10
OPERATOR: Bulldozer.....	\$ 27.90	13.00
OPERATOR: Loader.....	\$ 26.68	13.00
OPERATOR: Mechanic.....	\$ 28.60	11.83
OPERATOR: Oiler.....	\$ 24.34	13.00
OPERATOR: Trencher.....	\$ 26.27	12.37
TRUCK DRIVER: Dump Truck.....	\$ 17.82	3.26

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate



(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

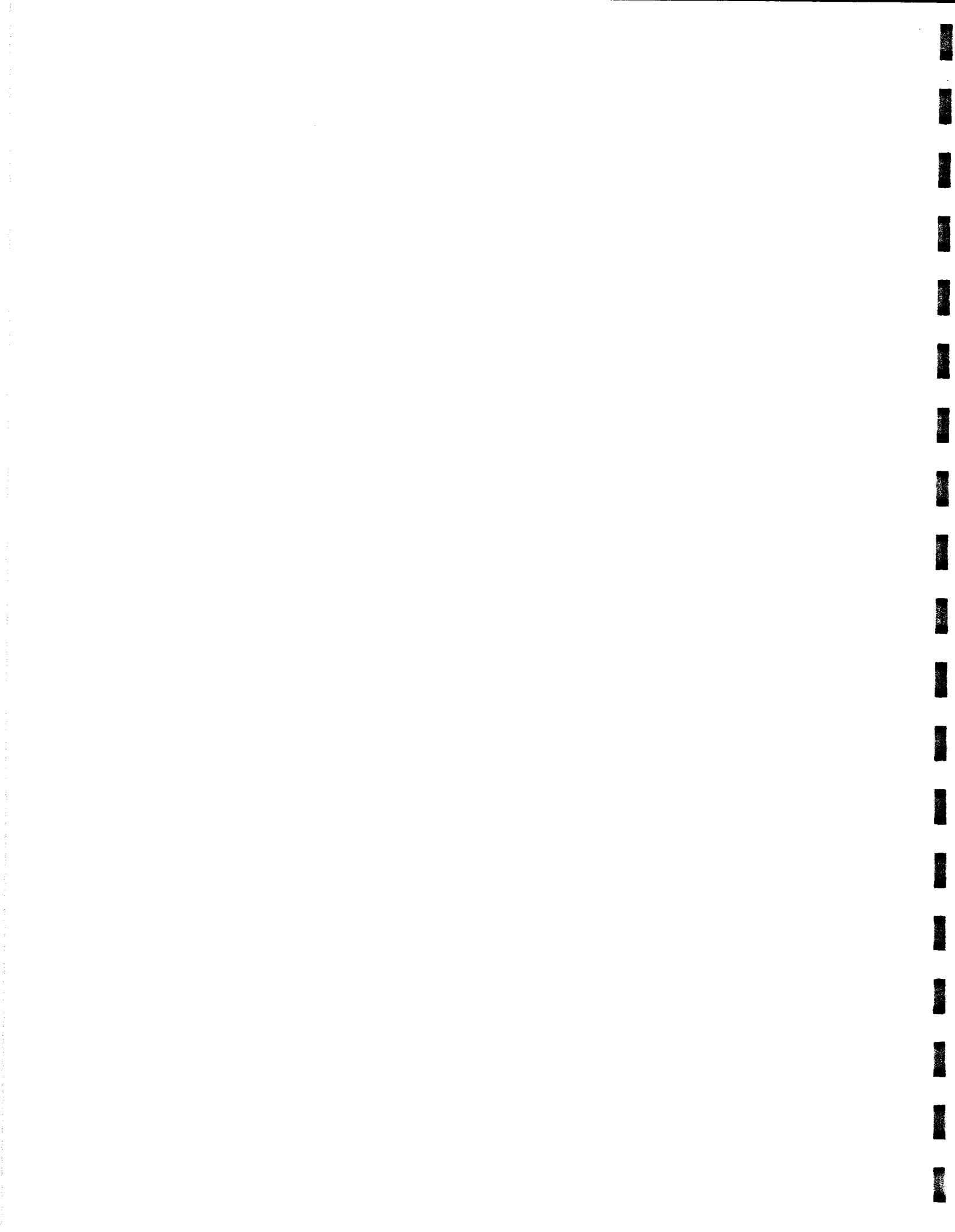
Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.



WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

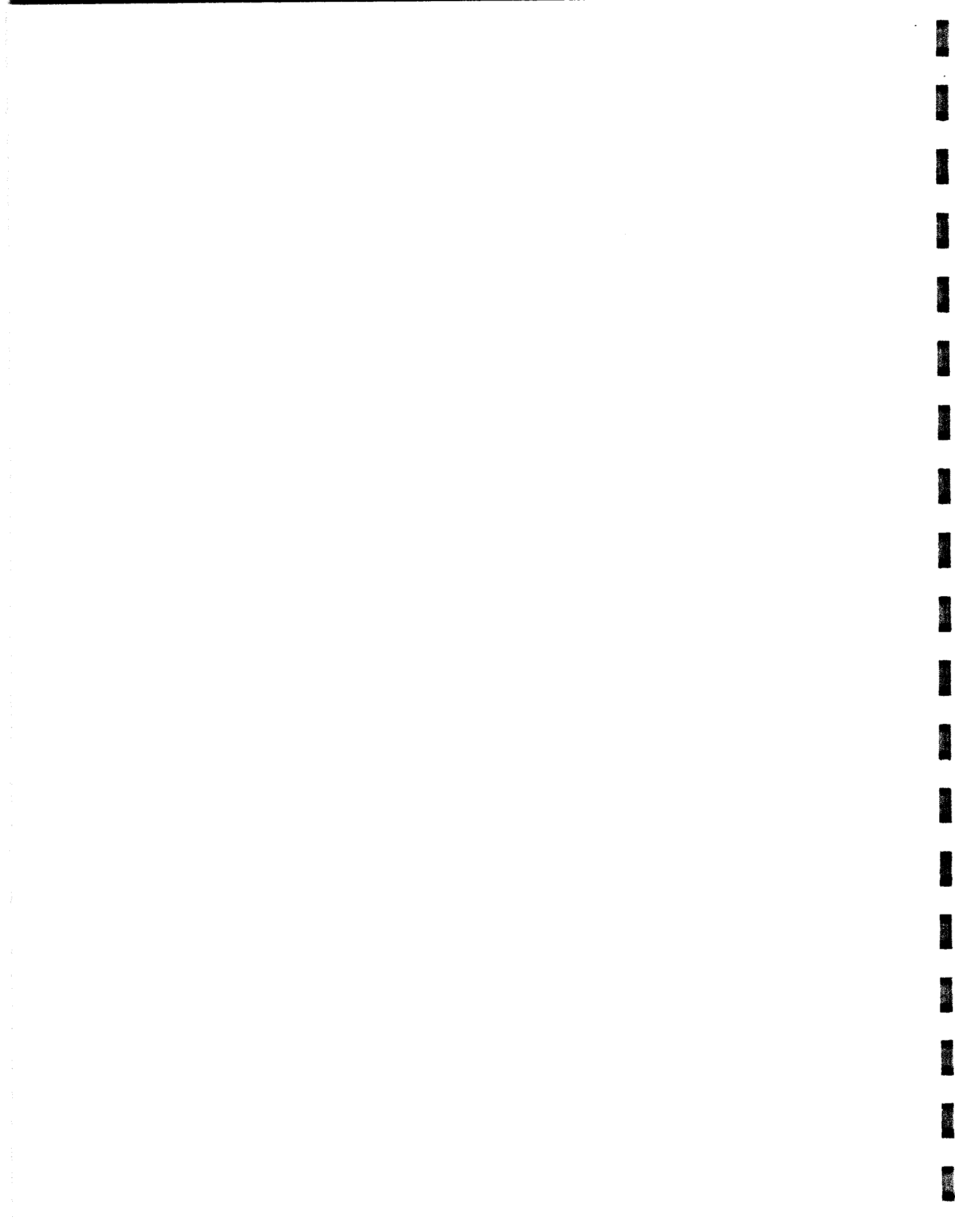
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

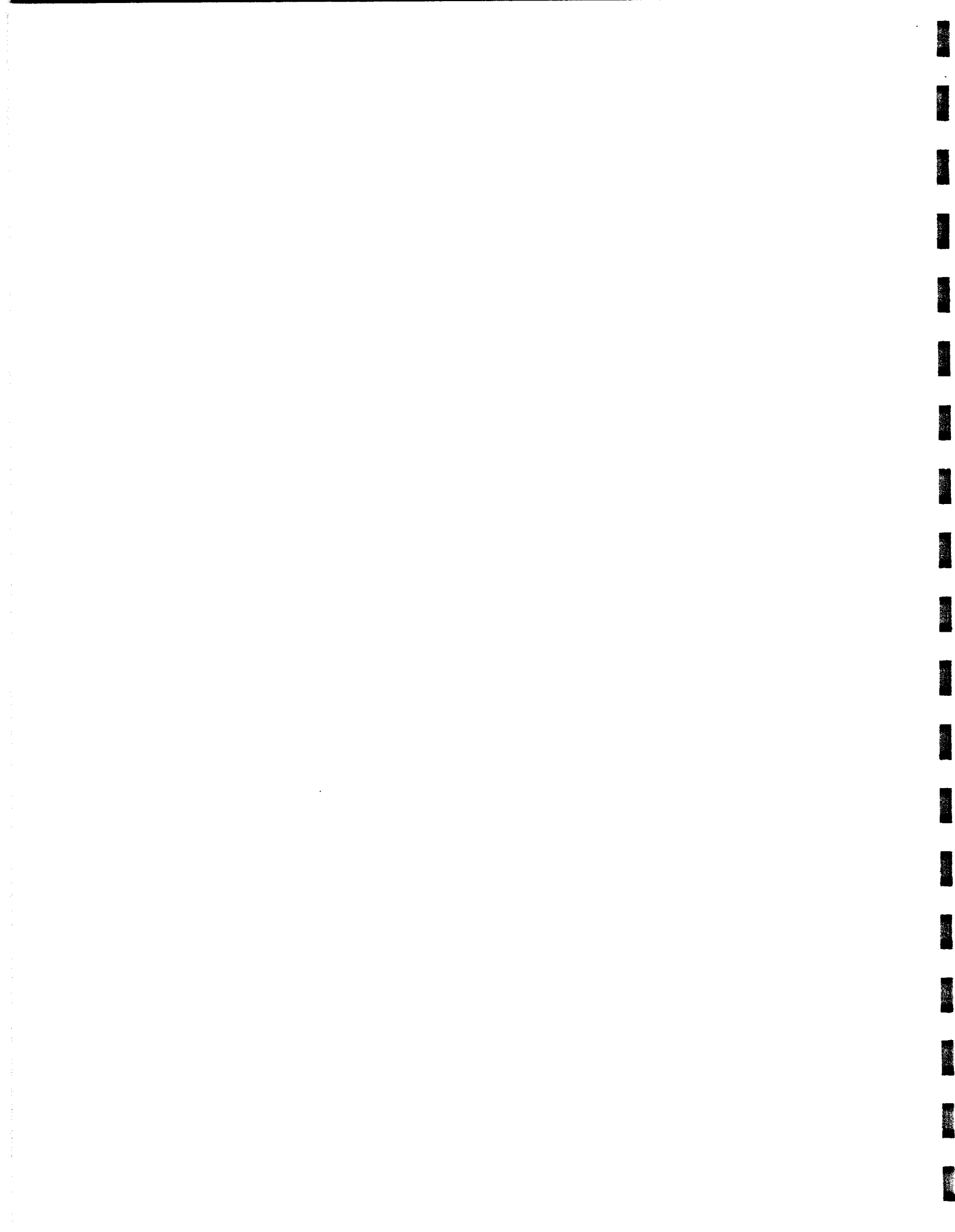
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.
=====



END OF GENERAL DECISION □



General Decision Number: KY150100 01/30/2015 KY100

Superseded General Decision Number: KY20140100

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015
2	01/30/2015

BRIN0004-003 06/01/2011

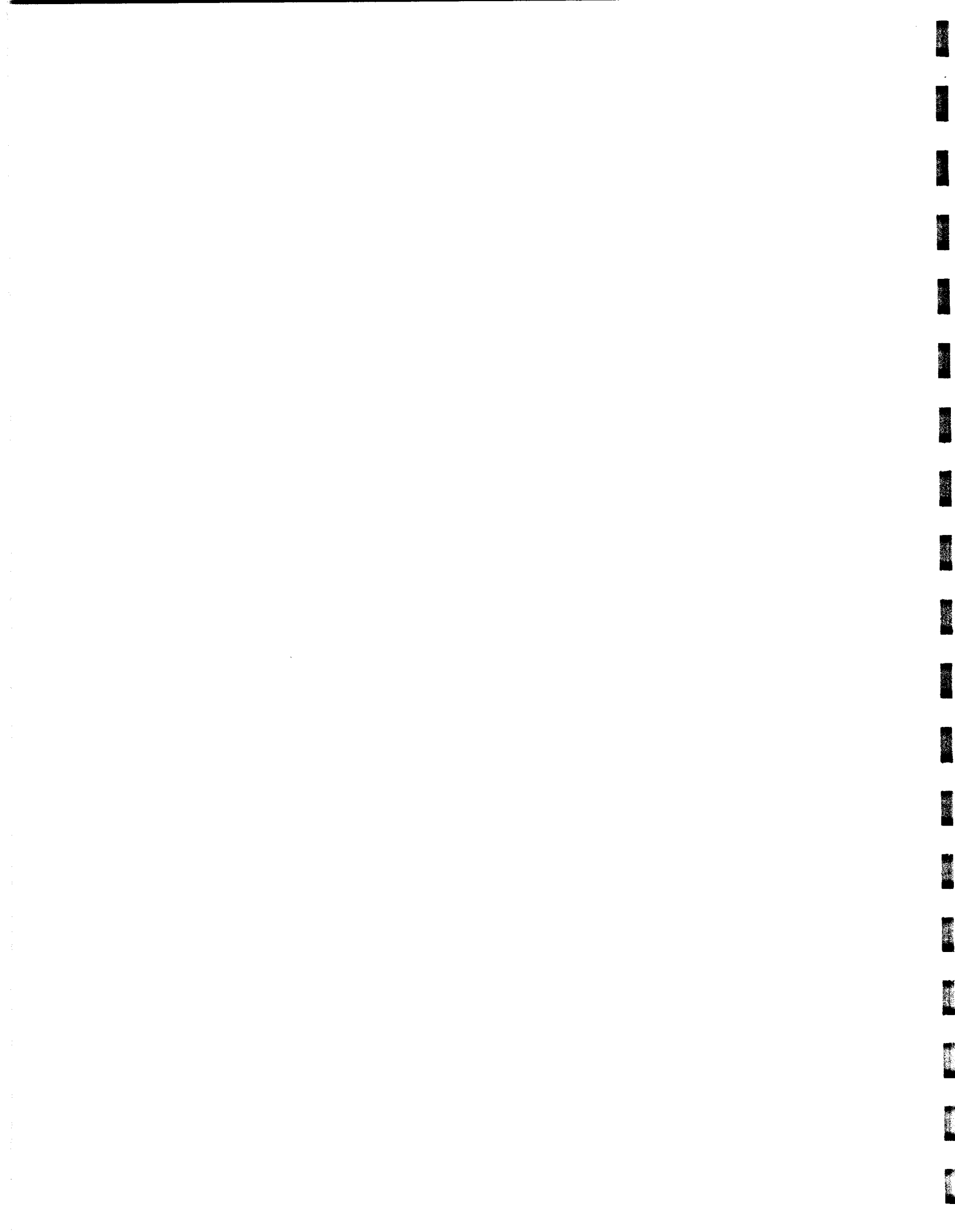
BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	10.07

BRKY0001-005 06/01/2014

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 25.37	10.50



 BRKY0002-006 06/01/2011

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.57	10.26

 BRKY0007-004 06/01/2014

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 30.57	17.94

 BRKY0017-004 06/01/2009

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,
 HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
 OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	9.97

 CARP0064-001 04/01/2014

	Rates	Fringes
CARPENTER.....	\$ 27.50	14.96
Diver.....	\$ 41.63	14.96
PILEDRIVERMAN.....	\$ 27.75	14.96

 ELEC0212-008 06/02/2014

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.74	16.45

 ELEC0212-014 07/01/2013

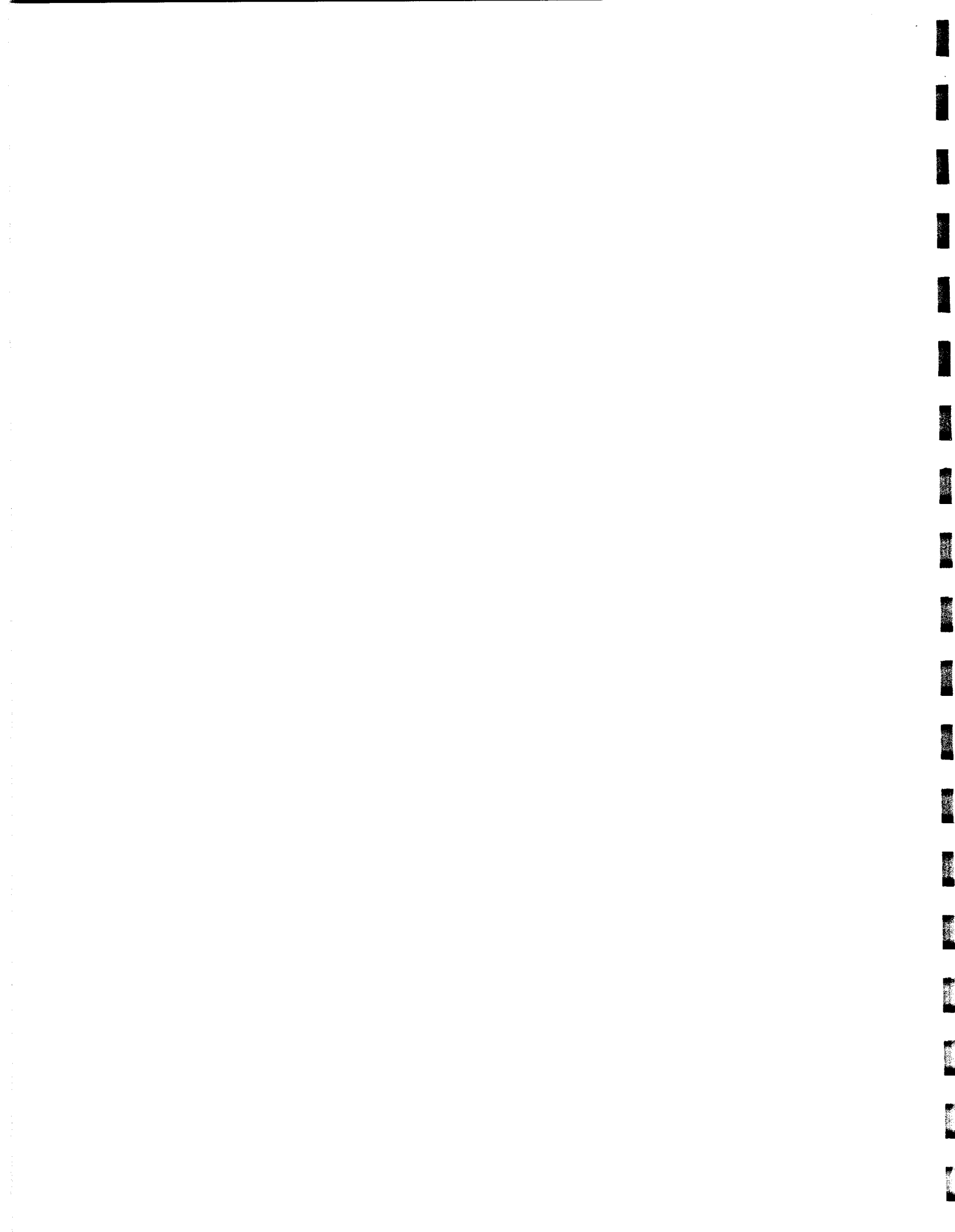
BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 22.50	9.51

 ELEC0317-012 05/28/2014

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN		



Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 32.62	21.45

 ELEC0369-007 05/28/2014

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,
 CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,
 JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,
 MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,
 SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.88	14.78

 ELEC0575-002 06/02/2014

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

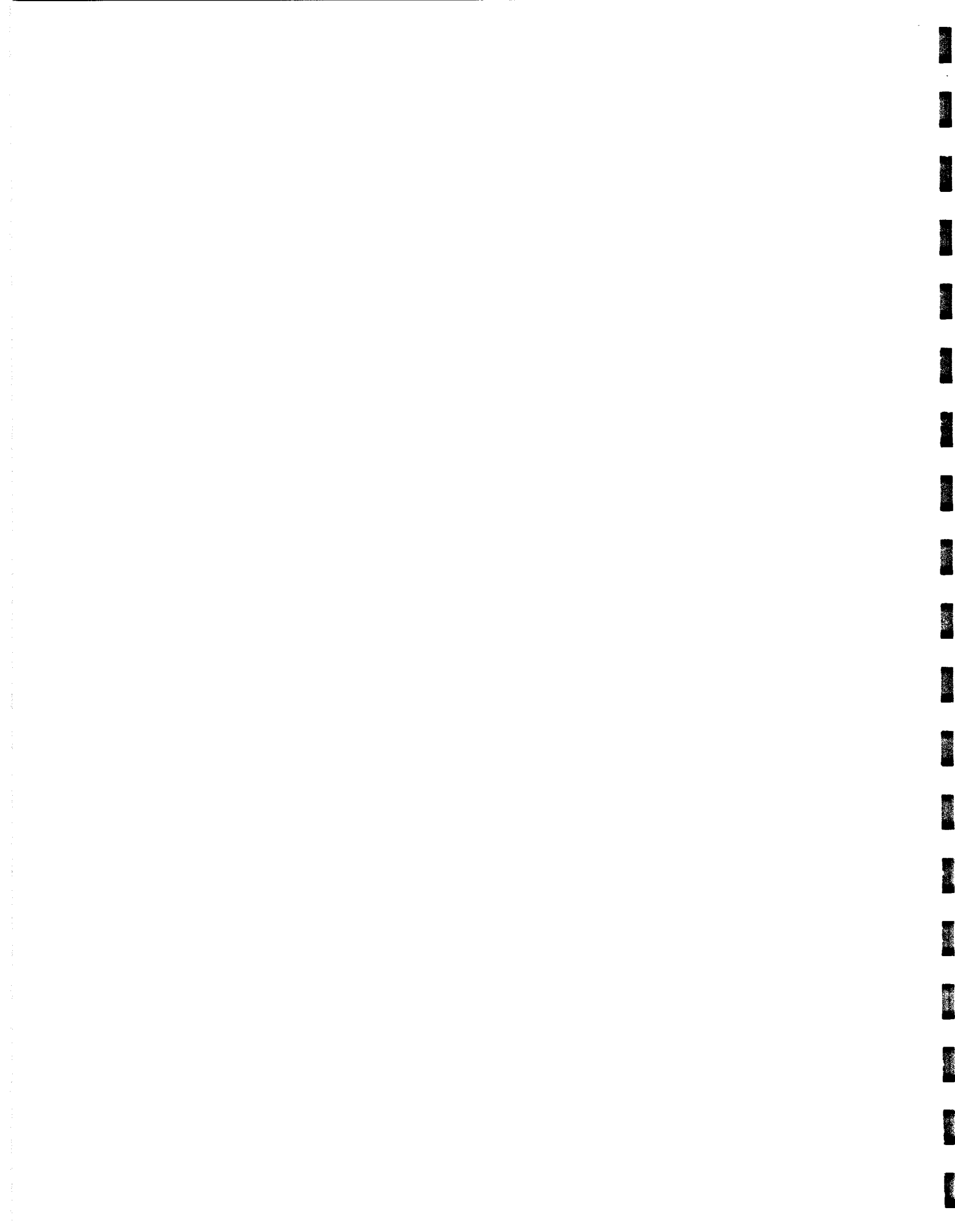
	Rates	Fringes
ELECTRICIAN.....	\$ 31.70	14.21

 ENGI0181-018 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 28.85	14.15
GROUP 2.....	\$ 26.24	14.15
GROUP 3.....	\$ 26.65	14.15
GROUP 4.....	\$ 25.95	14.15

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;
 Batch Plant; Bituminous Paver; Bituminous Transfer
 Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All
 Scoop; Carry Deck Crane; Central Compressor Plant; Cherry
 Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over);
 Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;
 Crane; Crusher Plant; Derrick; Derrick Boat; Ditching &
 Trenching Machine; Dragline; Dredge Operator; Dredge
 Engineer; Elevating Grader & Loaders; Grade-All; Gurries;
 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; Hydrocrane; Hyster; KeCal Loader; LeTourneau;
 Locomotive; Mechanic; Mechanically Operated Laser Screed;
 Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel
 Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete;
 Push Dozer; Rock Spreader, attached to equipment; Rotary
 Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier;
 Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom;
 Telescoping Type Forklift; Tow or Push Boat; Tower Crane
 (French, German & other types); Tractor Shovel; Truck
 Crane; Tunnel Mining Machines, including Moles, Shields or
 similar types of Tunnel Mining Equipment



GROUP 2 - Air Compressor (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 (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; 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); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

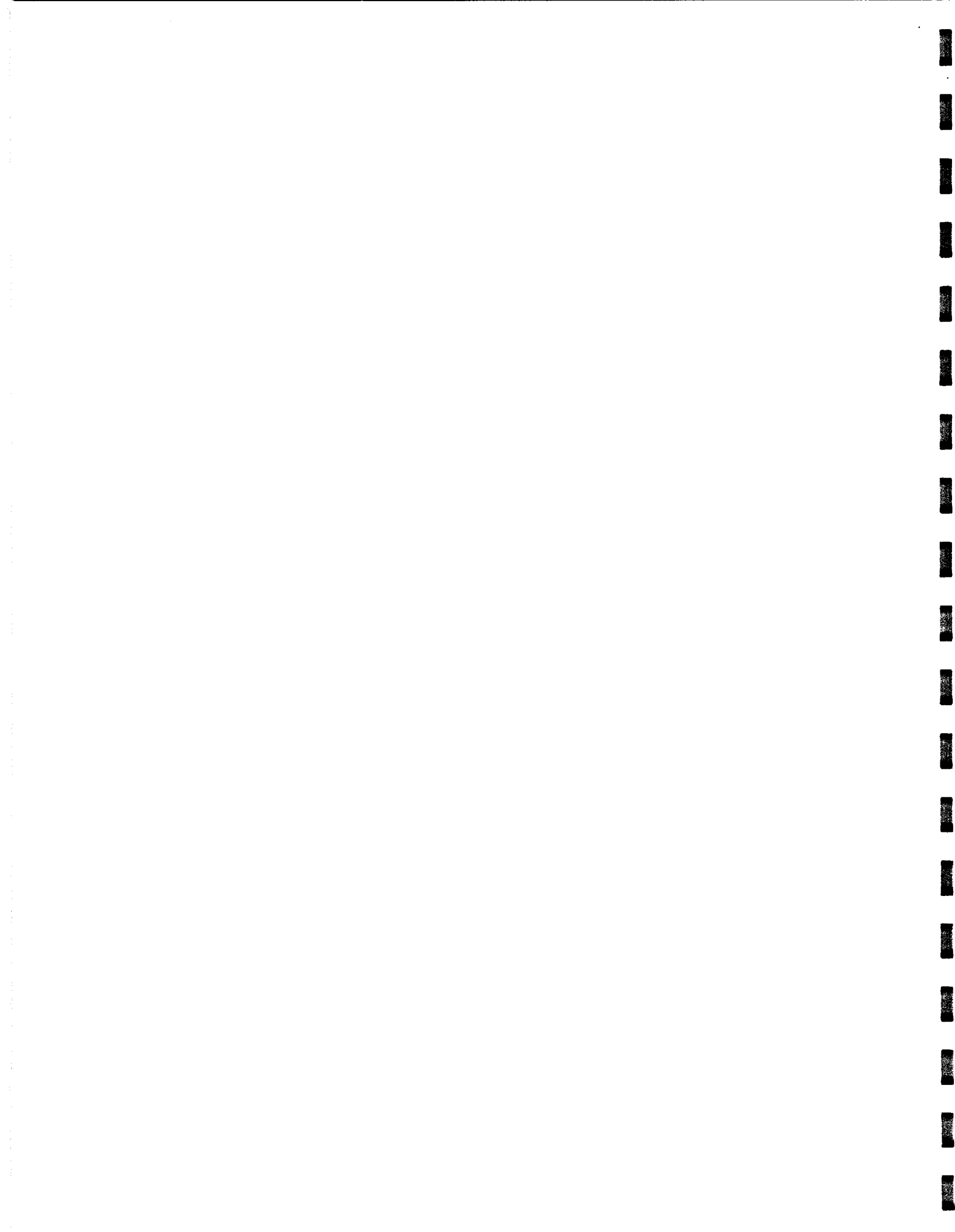
CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 08/27/2014

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford,



Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 23.09	18.85
Structural.....	\$ 25.65	18.85

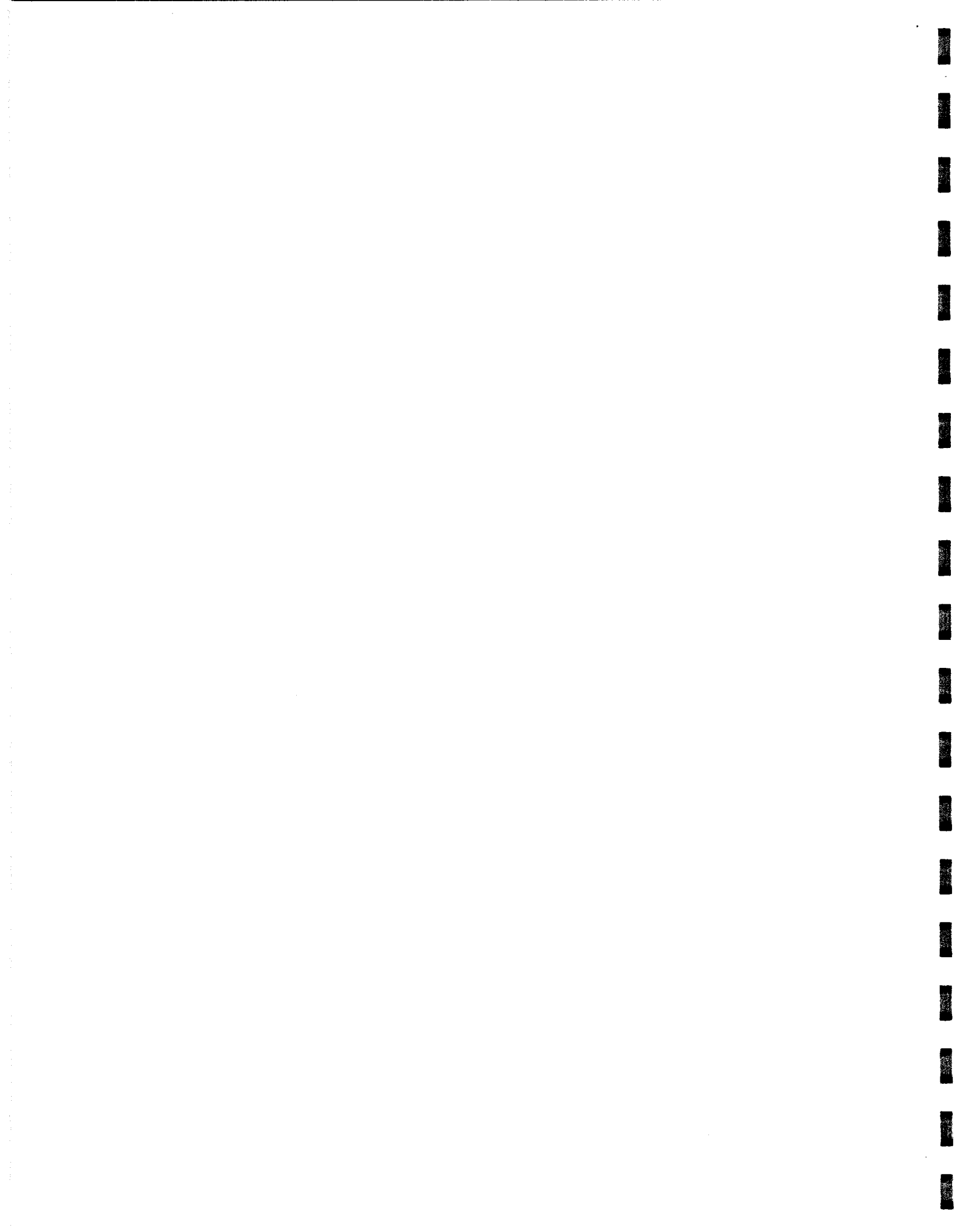
 IRON0070-006 06/01/2014

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN,
 GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON,
 MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER,
 TRIMBLE, WASHINGTON & WOODFORD
 BOURBON (Southern two-thirds, including Townships of Austerlity,
 Centerville, Clintonville, Elizabeth, Hutchison, Littlerock,
 North Middletown & Paris);
 CARROLL (Western two-thirds, including Townships of Carrollton,
 Easterday, English, Locust, Louis, Prestonville & Worthville);
 CLARK (Western two-thirds, including Townships of Becknerville,
 Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
 OWEN (Eastern eighth, including Townships of Glenmary, Gratz,
 Monterey, Perry Park & Tacketts Mill);
 SCOTT (Southern third, including Townships of Georgetown, Great
 Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 26.97	19.75

 IRON0372-006 07/01/2014

BRACKEN, GALLATIN, GRANT, HARRISON and ROBERTSON
 BOURBON (Northern third, including Townships of Jackson,
 Millersburg, Ruddel Mills & Shawhan);
 CARROLL (Eastern third, including the Township of Ghent);
 FLEMING (Western part, Excluding Townships of Beechburg, Colfax,
 Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,
 Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,
 Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar
 Plains,
 Ringos Mills, Tilton & Wallingford);
 MASON (Western two-thirds, including Townships of Dover,
 Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,
 Murphysville, Ripley, Sardis, Shannon, South Ripley &
 Washington);
 NICHOLAS (Townships of Barefoot, Barterville, Carlisle,
 Ellisville, Headquarters, Henryville, Morningglory, Myers &
 Oakland Mills);
 OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook,
 Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New
 Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita &
 Wheatley);
 SCOTT (Northern two-thirds, including Townships of Biddle,
 Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers
 Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES



	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.25	18.45

 IRON0769-007 06/01/2014

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN
 CLARK (Eastern third, including townships of Bloomingdale,
 Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);
 FLEMING (Townships of Beechburg, Colfax, Elizaville,
 Flemingsburg, Flemingsburg Junction, Foxport, Grange City,
 Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton,
 Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains,
 Ringos Mills, Tilton & Wallingford);
 MASON (Eastern third, including Townships of Helena, Marshall,
 Orangeburg, Plumville & Springdale);
 NICHOLAS (Eastern eighth, including the Township of Moorefield
 Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 31.33	21.33
ZONE 2.....	\$ 31.73	21.33
ZONE 3.....	\$ 33.33	21.33

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky.,
 1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky.,
 1643 Greenup Ave.

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky.,
 1643 Greenup Ave.

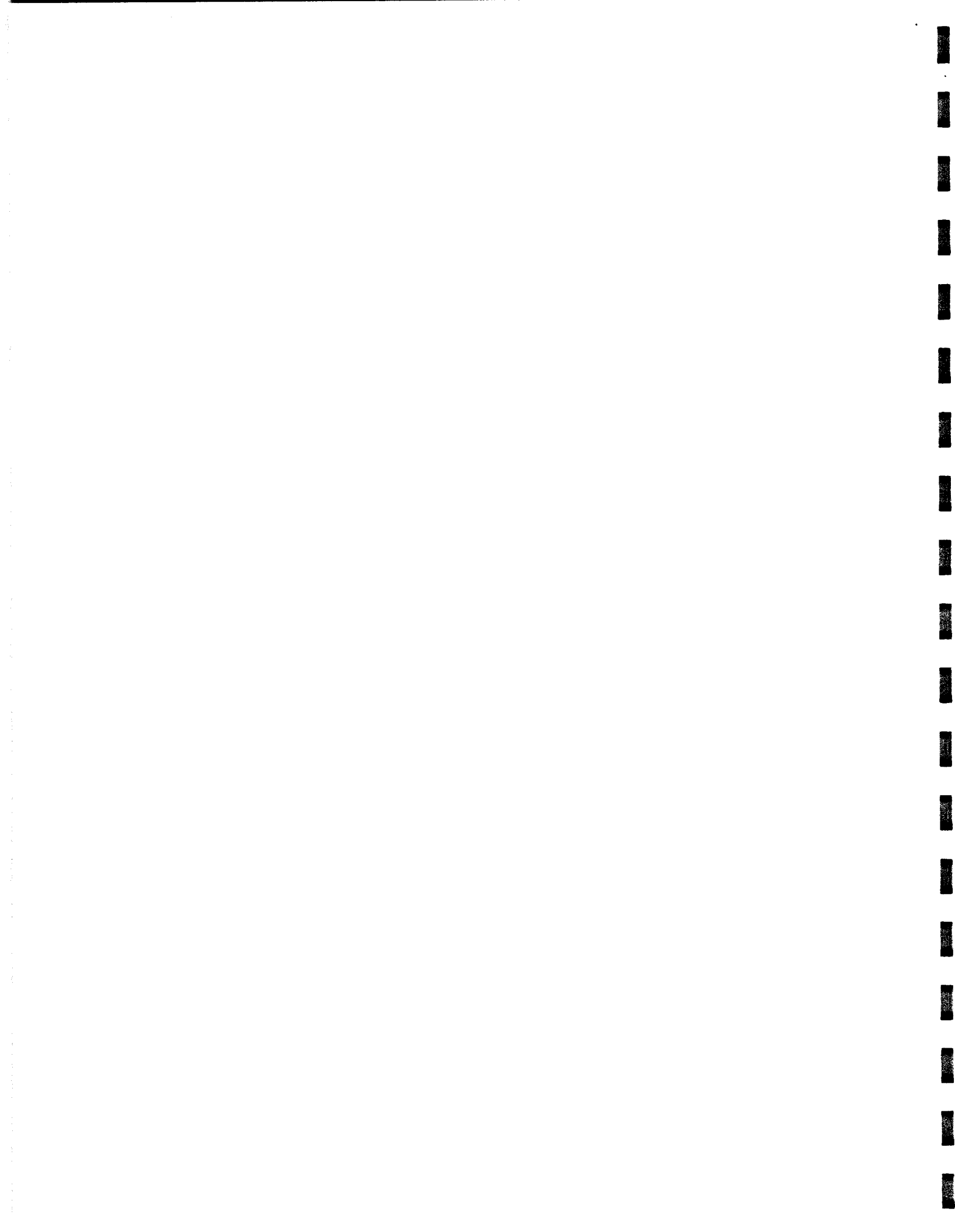
 LABO0189-003 07/01/2014

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT,
 FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON,
 JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS,
 OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.80	11.96
GROUP 2.....	\$ 22.05	11.96
GROUP 3.....	\$ 22.10	11.96
GROUP 4.....	\$ 22.70	11.96

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
 Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
 Tender; Cement Mason Tender; Cleaning of Machines;
 Concrete; Demolition; Dredging; Environmental - Nuclear,
 Radiation, Toxic & Hazardous Waste - Level D; Flagperson;



Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

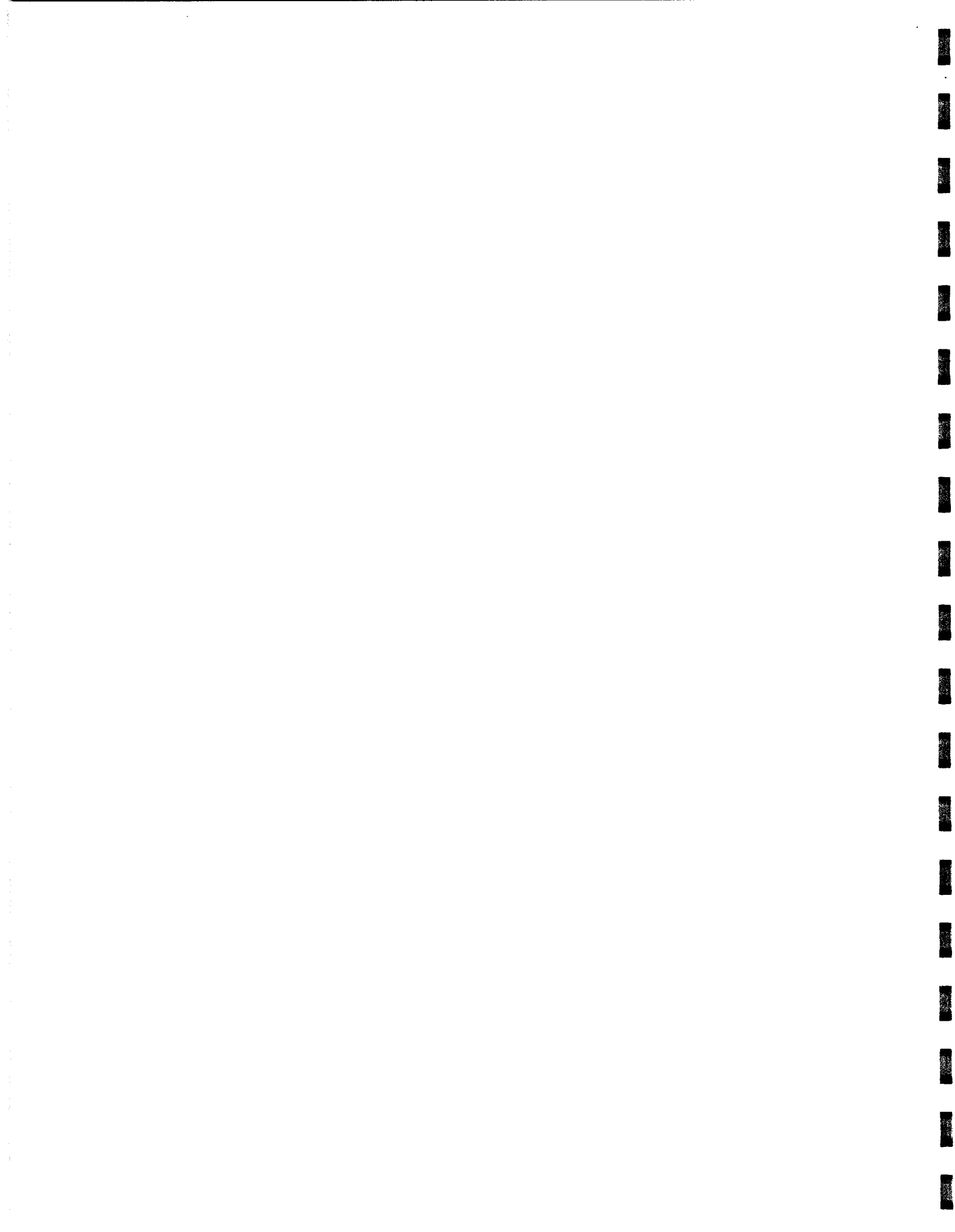
LABO0189-008 07/01/2014

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.71	11.05
GROUP 2.....	\$ 22.96	11.05
GROUP 3.....	\$ 23.01	11.05
GROUP 4.....	\$ 23.61	11.05

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer;



Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
& Tunnel Mucker (Free Air); Directional & Horizontal
Boring; Air Track Drillers (All Types); Powdermen &
Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-009 07/01/2014

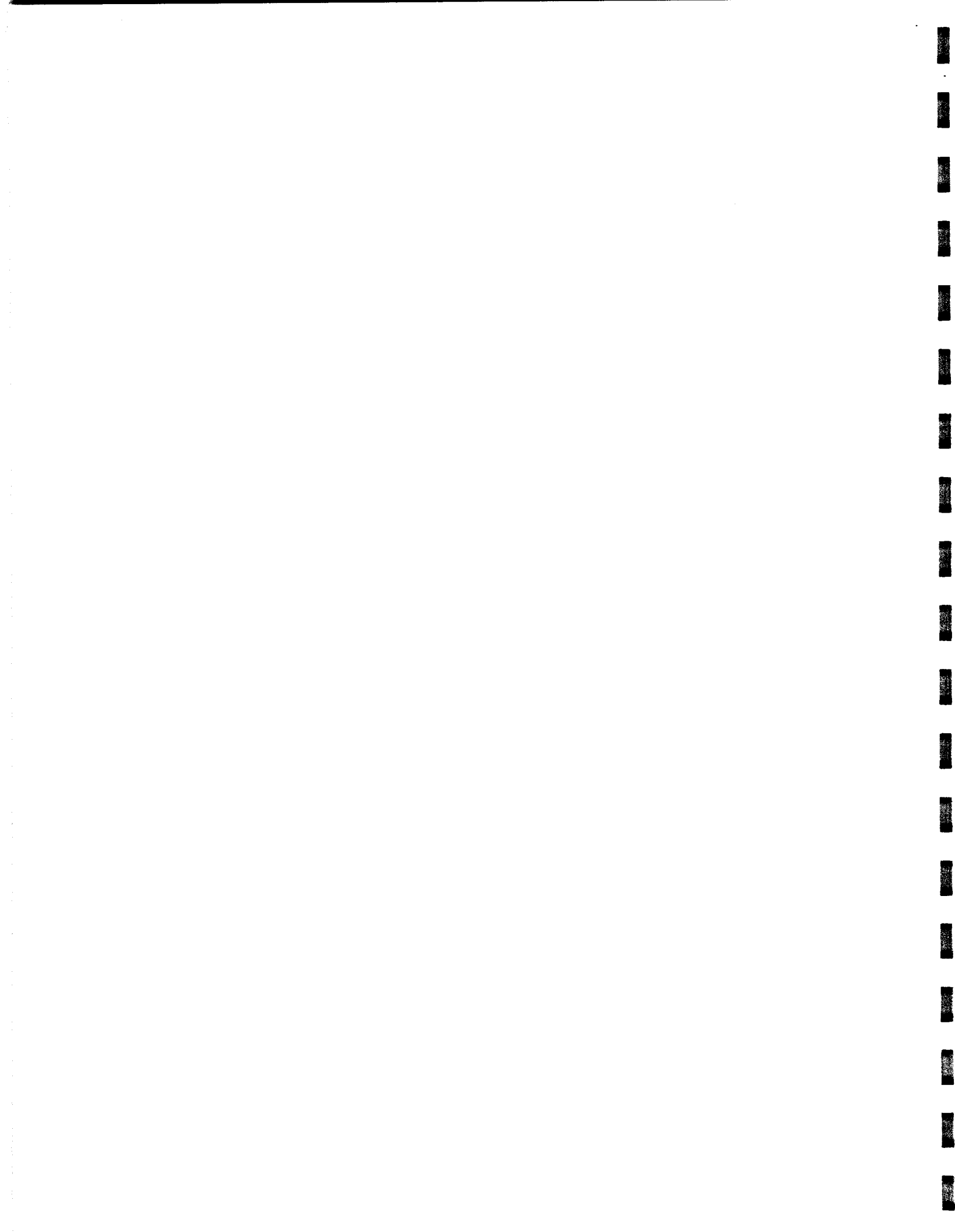
BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.66	11.10
GROUP 2.....	\$ 22.91	11.10
GROUP 3.....	\$ 22.96	11.10
GROUP 4.....	\$ 23.56	11.10

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
Tender; Cement Mason Tender; Cleaning of Machines;
Concrete; Demolition; Dredging; Environmental - Nuclear,
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
Grade Checker; Hand Digging & Hand Back Filling; Highway
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
& Fence Installer; Signal Person; Sound Barrier Installer;
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;



Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
 - Level C; Forklift Operator for Masonary; Form Setter;
 Green Concrete Cutting; Hand Operated Grouter & Grinder
 Machine Operator; Jackhammer; Pavement Breaker; Paving
 Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
 Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
 Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
 Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
 Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
 Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
 Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
 Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
 Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
 - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
 & Tunnel Mucker (Free Air); Directional & Horizontal
 Boring; Air Track Drillers (All Types); Powdermen &
 Blasters; Troxler & Concrete Tester if Laborer is Utilized

 PAIN0012-005 06/11/2005

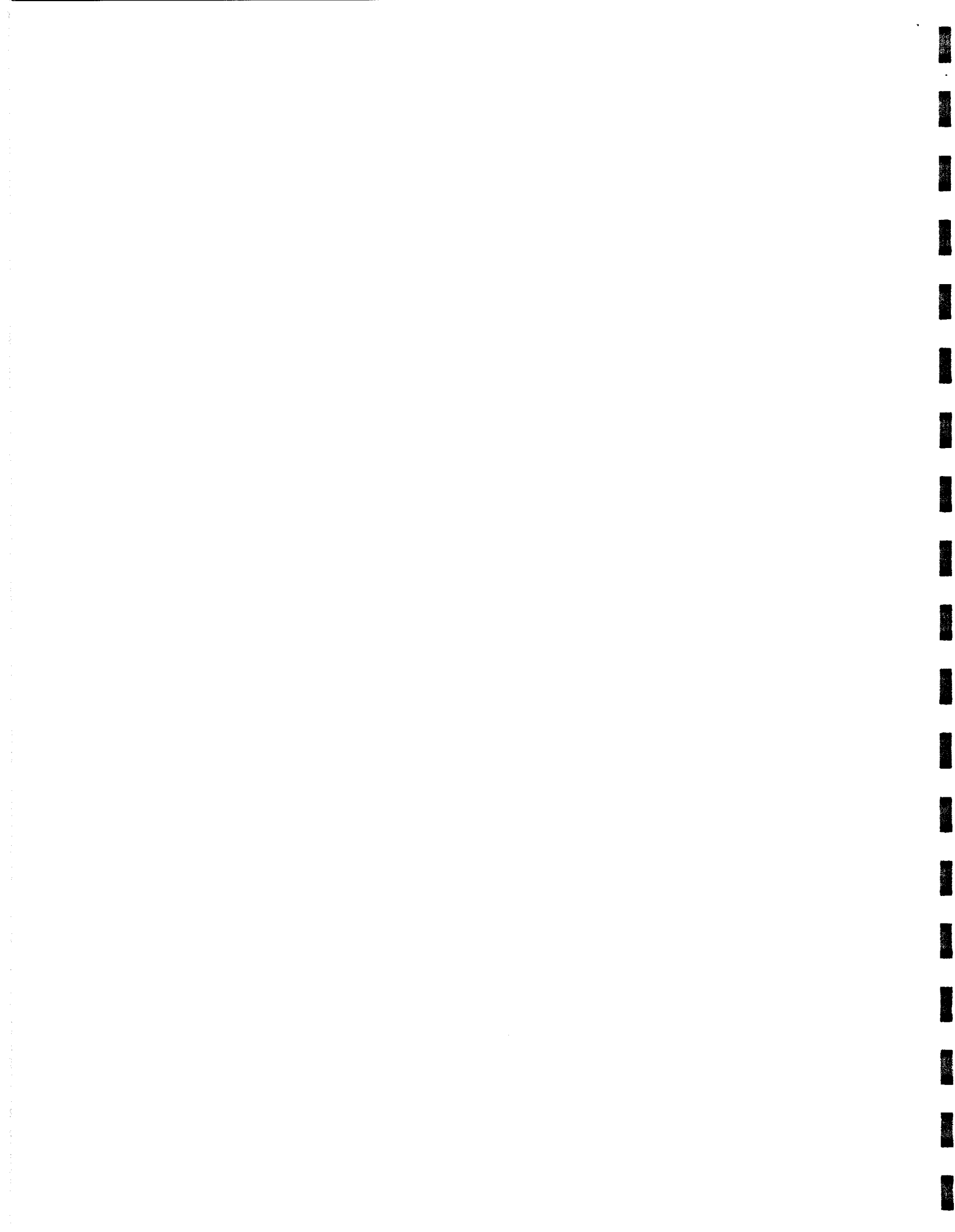
BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,
 HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
 ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..	\$ 18.90	5.90
Brush & Roller.....	\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

 PAIN0012-017 05/01/2014

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....	\$ 20.73	8.71
Brush & Roller.....	\$ 23.39	8.71
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 24.39	8.71
Sandblasting & Water Blasting.....	\$ 24.14	8.71



Spray.....\$ 23.89 8.71

* PAIN0118-004 06/01/2014

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 18.50	11.97
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	11.97

PAIN1072-003 12/01/2013

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 31.03	15.10
Power Generating Facilities.....	\$ 27.79	15.10

PLUM0248-003 06/01/2014

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
Plumber and Steamfitter.....	\$ 33.00	18.95

PLUM0392-007 06/01/2014

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN &
ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 29.80	17.79

PLUM0502-003 08/01/2013

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN
(Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON,
LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 32.00	17.17

SUKY2010-160 10/08/2001



	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

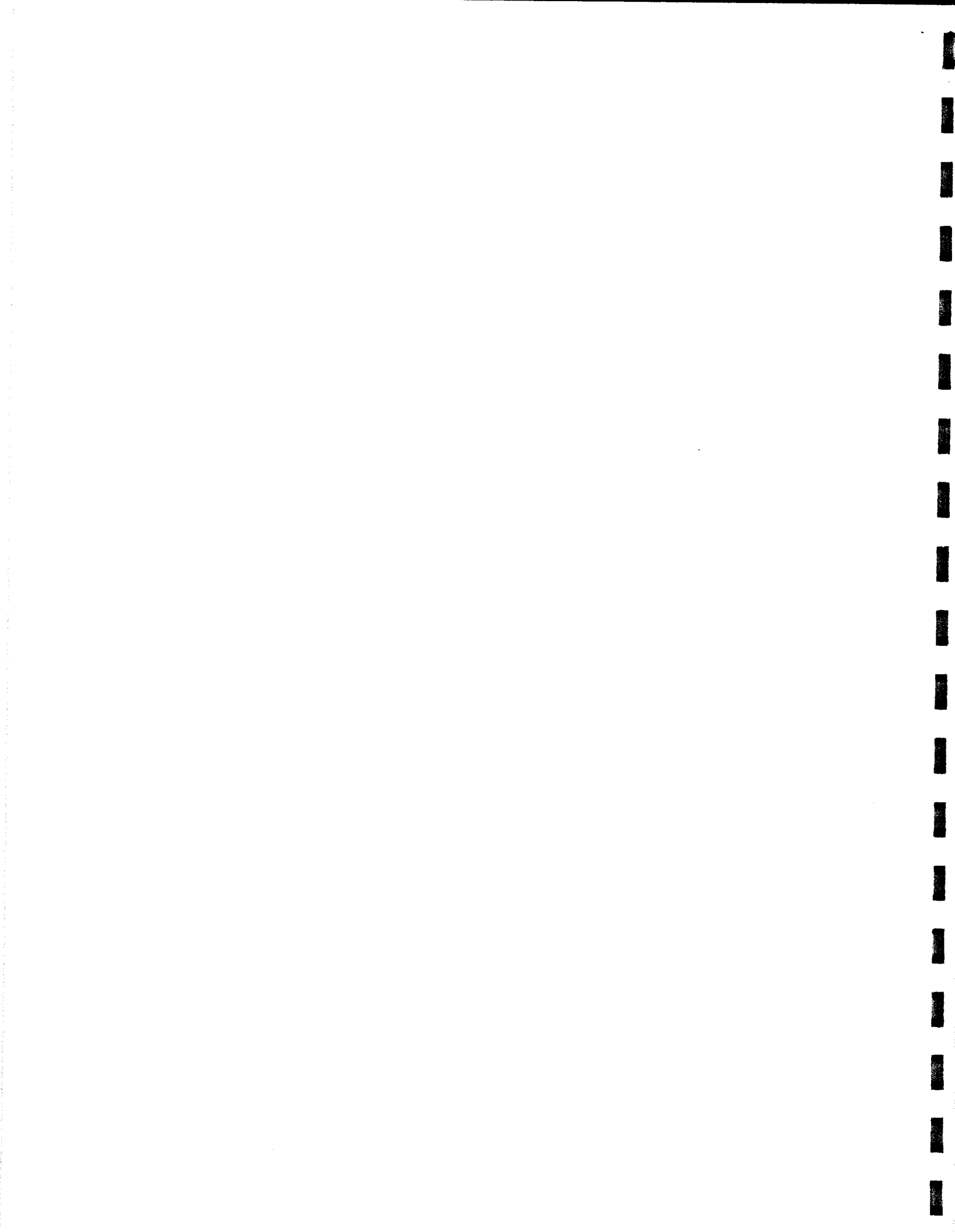
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198



indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

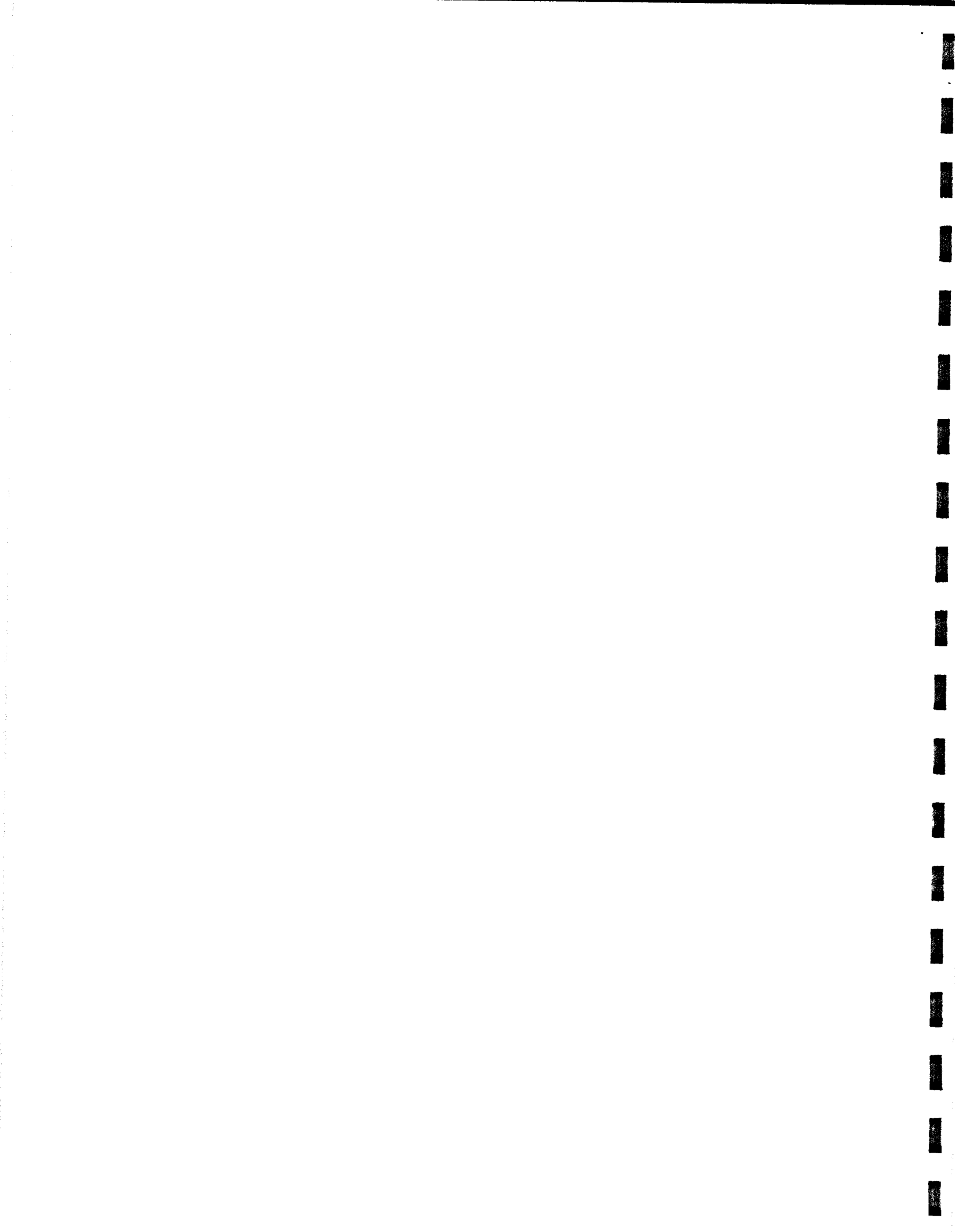
Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on



- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

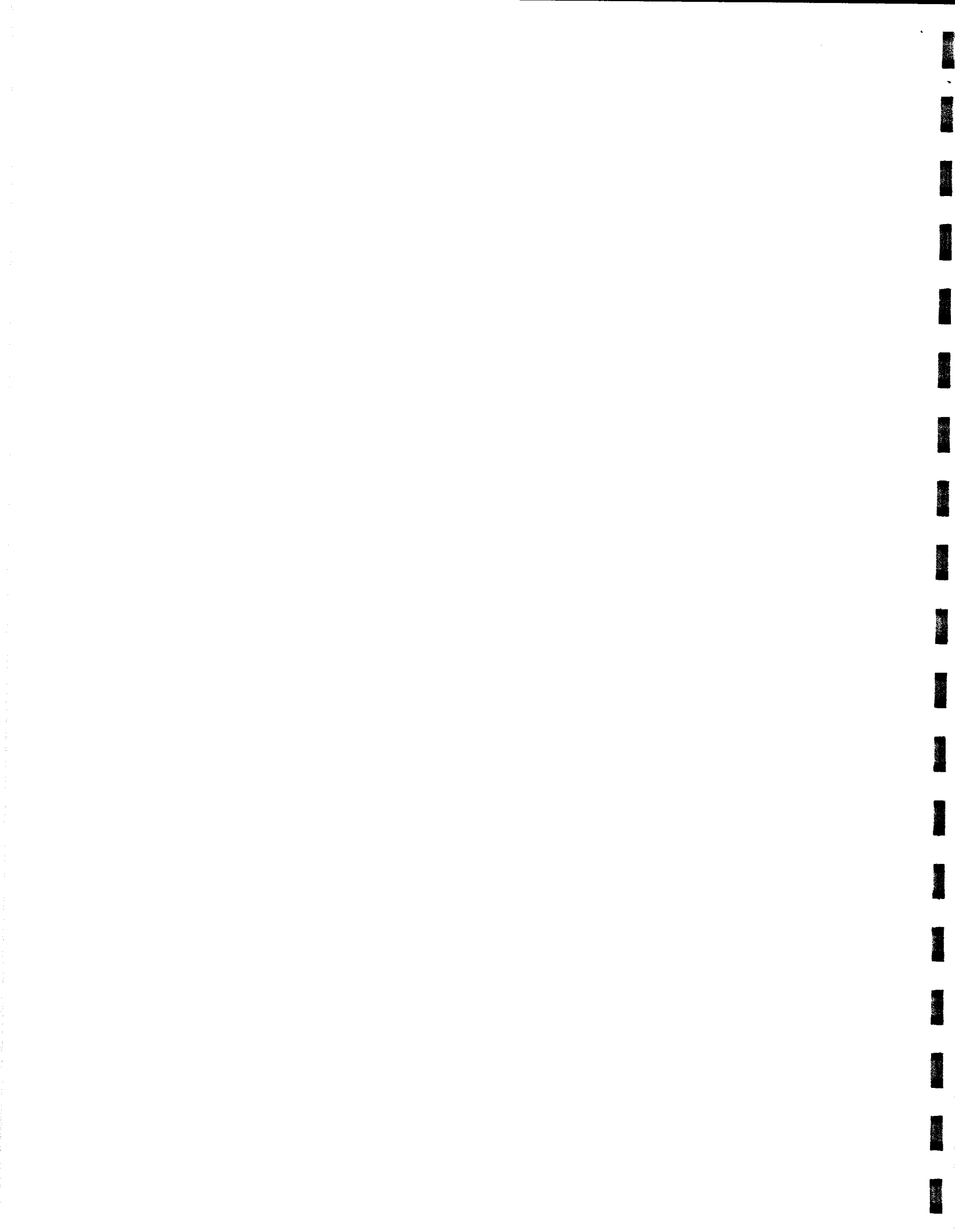
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

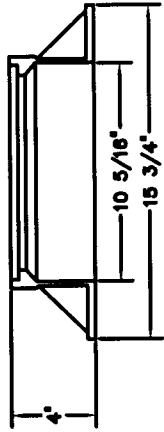
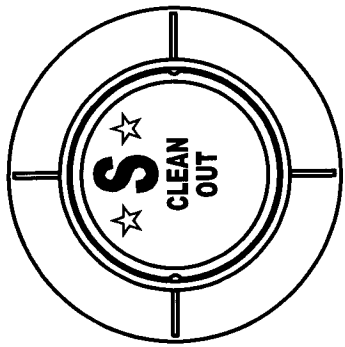
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

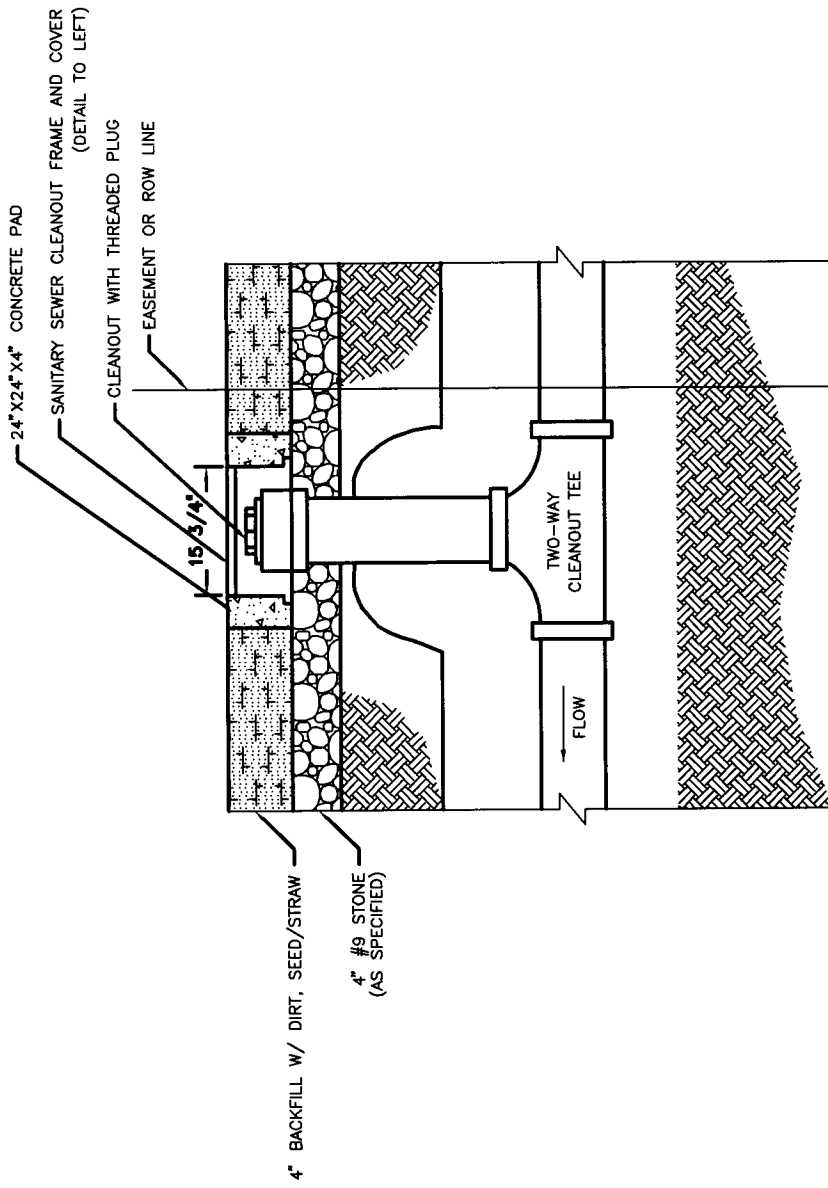
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END OF GENERAL DECISION





LFUG SANITARY SEWER CLEANOUT
FRAME & COVER



PROFILE

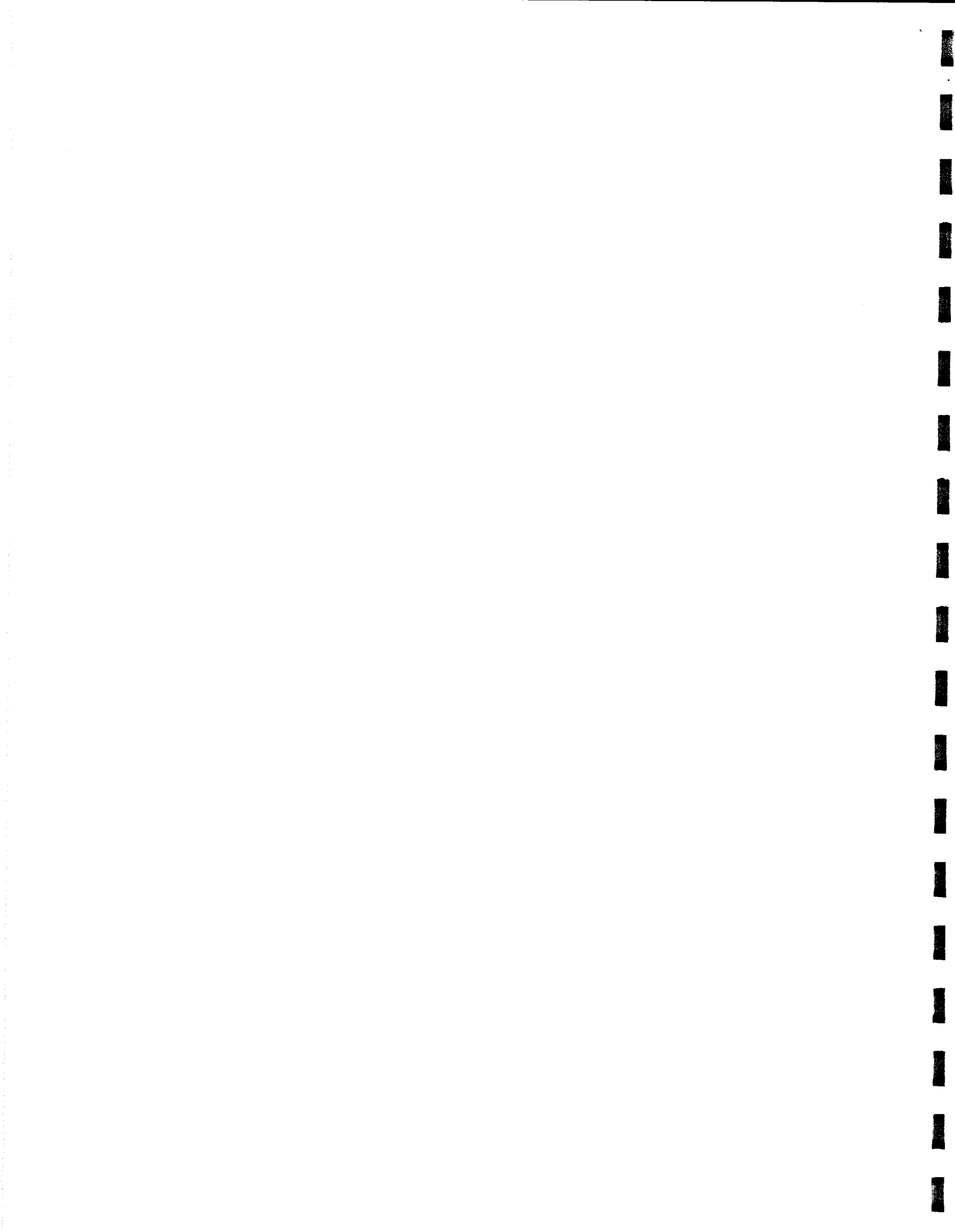
NOTES:
SEWER PIPE FROM CUSTOMER TO CLEANOUT MUST BE IN ACCORDANCE WITH STATE PLUMBING CODE AND LFUGG ENG/DWG MANUALS.

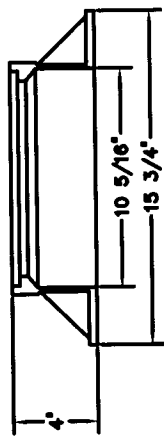
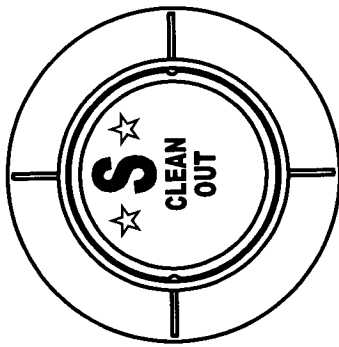
TWO-WAY CLEANOUT TEE IS TO BE INSTALLED BY THE PLUMBER AND OR CONTRACTOR PRIOR TO CONNECTION OF THE LATERAL TO PUBLIC SANITARY SEWER LINE.
CLEANOUT TO BE INSTALLED AT THE EDGE OF RIGHT OF WAY OR EASEMENT.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

RIGHT-OF-WAY OR EASEMENT
LATERAL CLEANOUT
IN NON-PAVED AREAS

HAZEN AND SAWYER
Environmental Engineers & Scientists



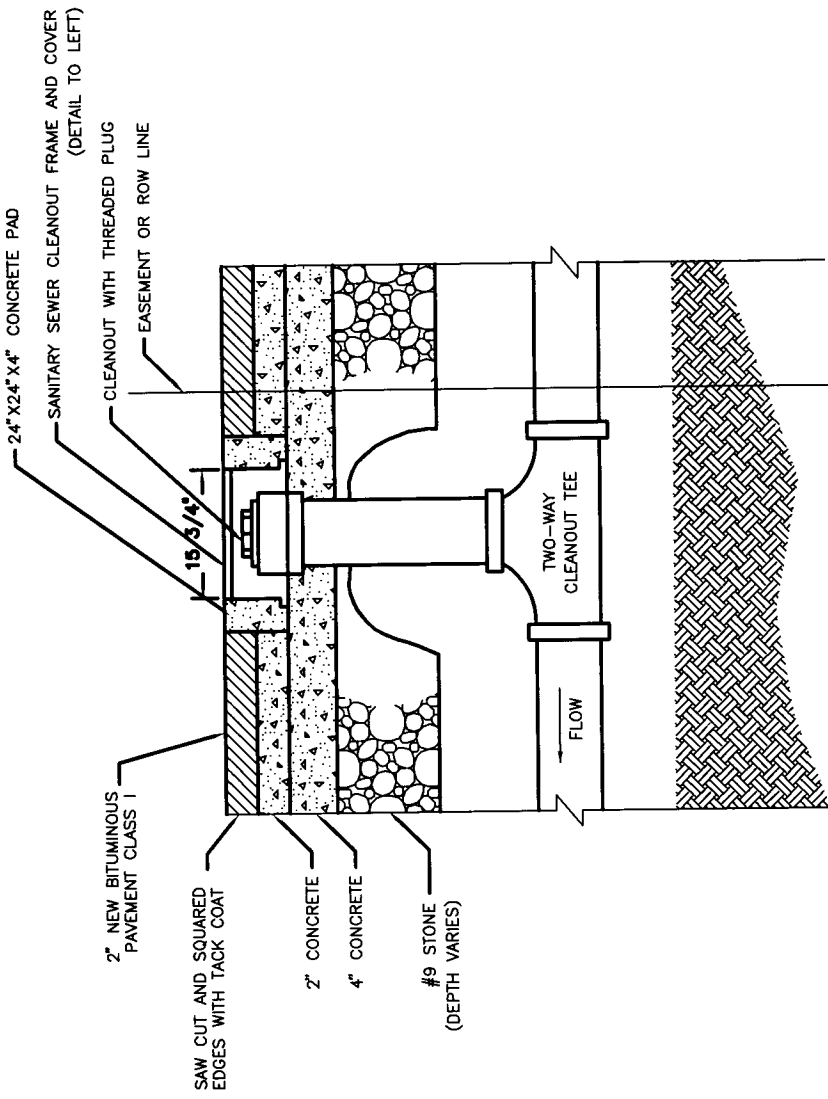


LFUGG SANITARY SEWER CLEANOUT
FRAME & COVER

NOTES:
SEWER PIPE FROM CUSTOMER TO CLEANOUT MUST BE IN
ACCORDANCE WITH STATE PLUMBING CODE AND LFUGG
ENG/DWQ MANUALS.

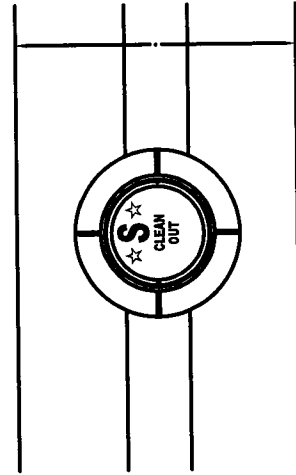
TWO-WAY CLEANOUT TEE IS TO BE INSTALLED BY THE
PLUMBER AND OR CONTRACTOR PRIOR TO CONNECTION
OF THE LATERAL TO PUBLIC SANITARY SEWER LINE.

CLEANOUT TO BE INSTALLED AT THE EDGE OF RIGHT
OF WAY OR EASEMENT.



PROFILE

CONCRETE/ASPHALT LIMITS
VARY PER TRENCH WIDTH



PLAN

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

RIGHT-OF-WAY OR EASEMENT
LATERAL CLEANOUT
IN PAVED AREAS

HAZEN AND SAWYER
Environmental Engineers & Scientists





Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: #4-2015

Date: February 19, 2015

Subject: Woodhill Trunk Sewer Replacement

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

All bids must be submitted on this revised bid form.

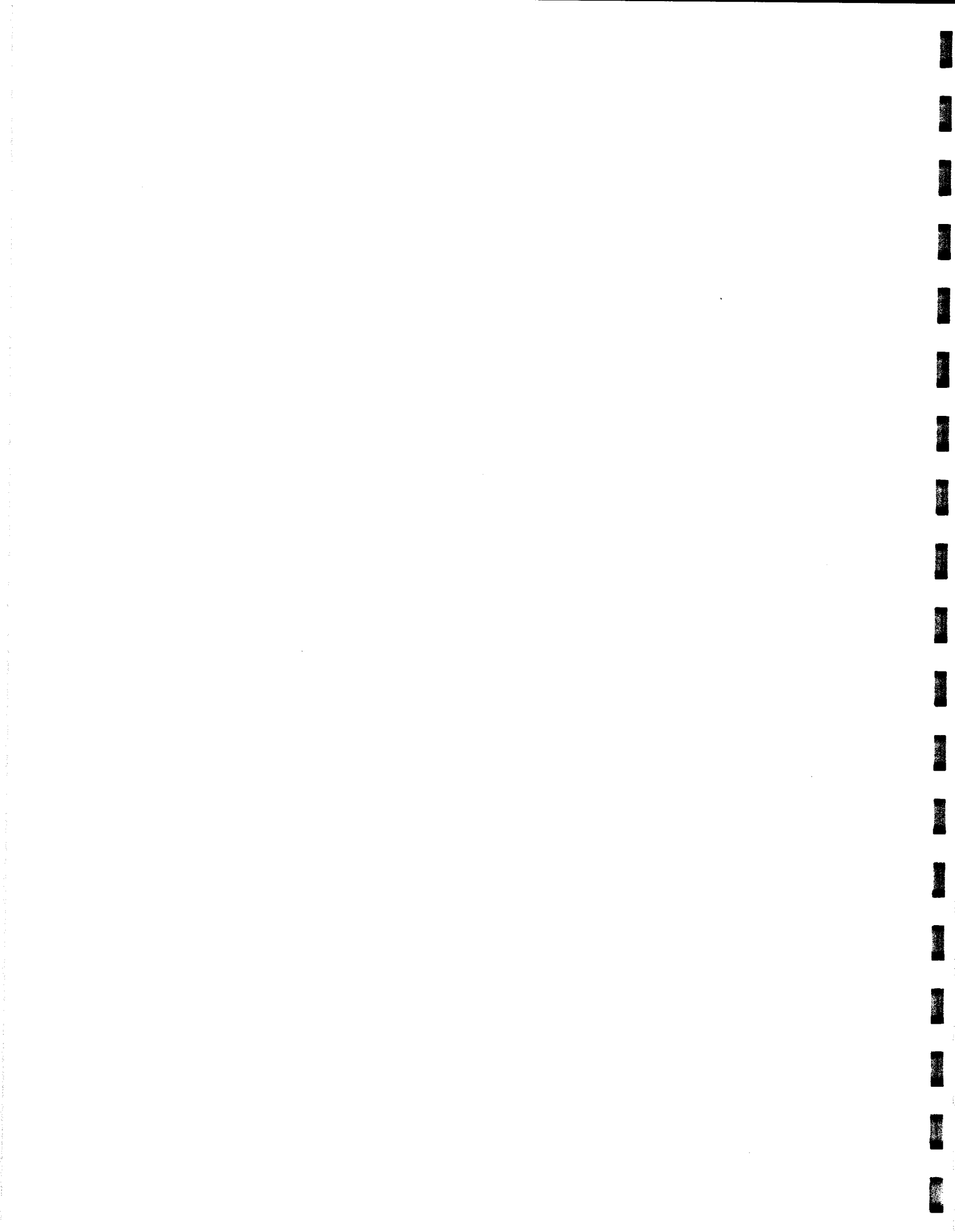
Section 00410 Revised Bid form in its entirety is attached for ease of submitting.

(2)-Cleanout Details are attached and they supersede Cleanout Details issued in Addendum#1

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Free Contracting, Inc.
ADDRESS: 1620 Old Frankfort Pike, Lex KY 40504
SIGNATURE OF BIDDER: / President
Rhonda Fisher



SECTION 00410 – BID FORM

Woodhill Trunk Sewer Replacement

Division of Water Quality
Lexington-Fayette Urban County Government

LFUCG Bid No. 4-2015

1.01 GENERAL

Place: Lexington, Kentucky

Date: 1/27/2015

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

This Bid Form Submitted by _____

(Name and Address of Bidder)

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

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

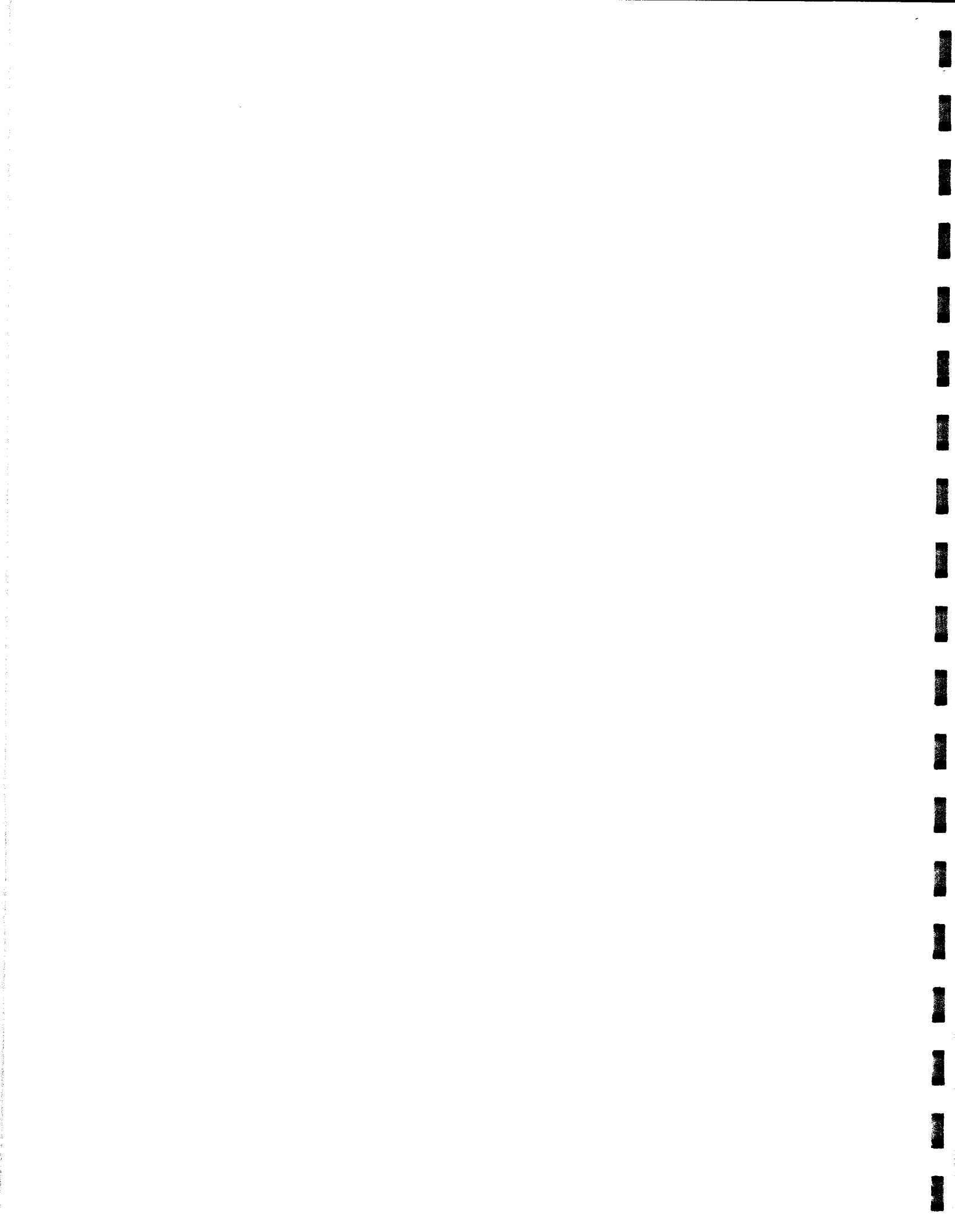
The Bidder, in compliance with your Advertisement for Bids for the **Woodhill Trunk Sewer Replacement**; Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions and any and all addendums surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the [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 Bid is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within one hundred and eighty (180) consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of [One Thousand Dollars and zero cents (\$ 1,000.00)] for each consecutive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. ____ Date _____; Addendum No. ____ Date _____
Addendum No. ____ Date _____; Addendum No. ____ Date _____
Addendum No. ____ Date _____; Addendum No. ____ Date _____
Addendum No. ____ Date _____; Addendum No. ____ Date _____

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



1.02 LEGAL STATUS OF BIDDER

Bidder _____

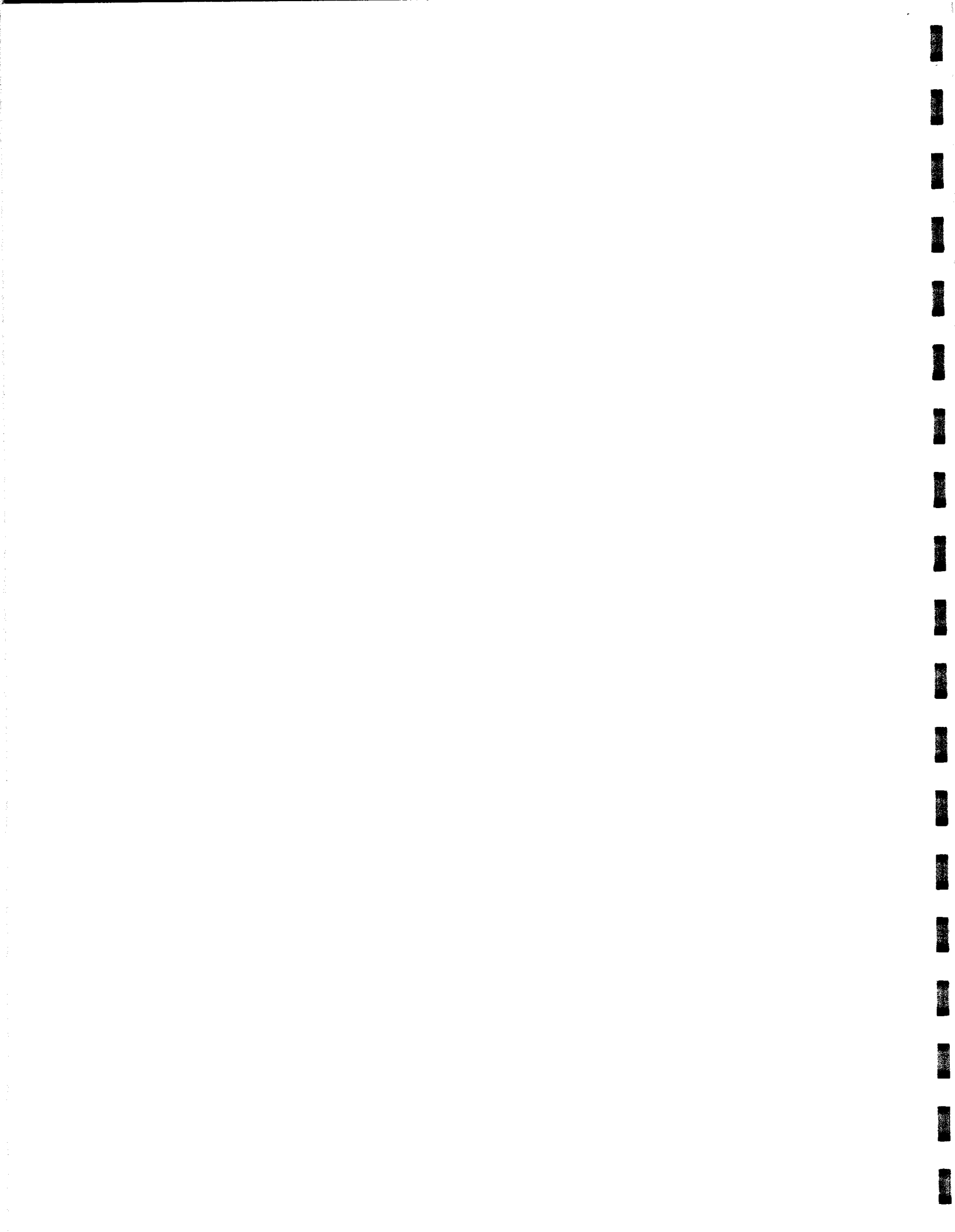
Date _____

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

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

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

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



1.03 BIDDERS AFFIDAVIT

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

- A. His/her name is _____ and he/she is the individual submitting the Bid or is the authorized representative of _____, the entity submitting the Bid (hereinafter referred to as "Bidder").
- B. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the Bid is submitted, prior to award of the Agreement and will maintain a "current" status in regard to those taxes and fees during the life of the Agreement.
- C. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the Agreement.
- D. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
- E. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of an Agreement to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
- F. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
- G. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Affiant Signature

STATE OF _____

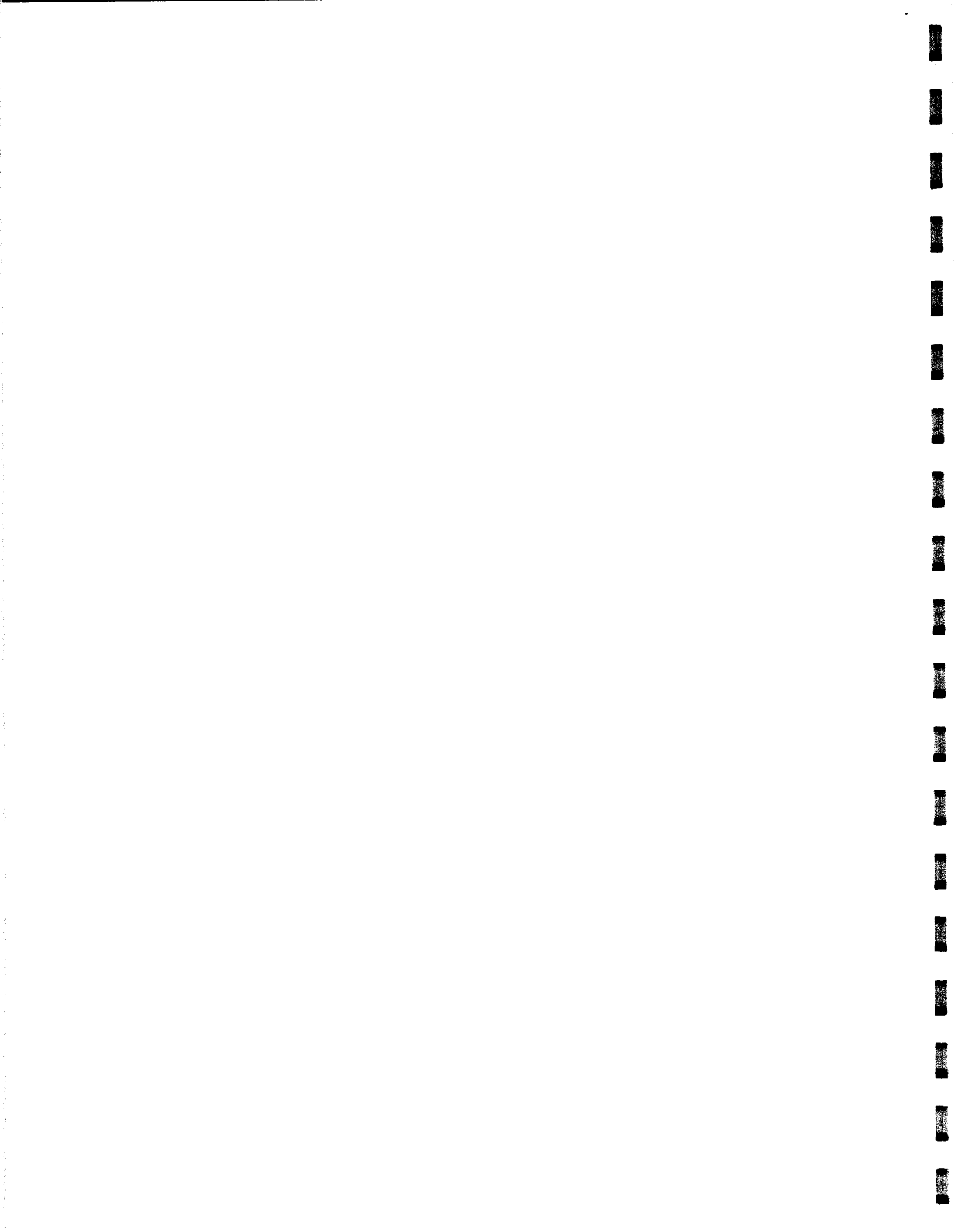
COUNTY OF _____

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

_____ on this the _____ day of _____, 20____.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE



1.04 BID SCHEDULE

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

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

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

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

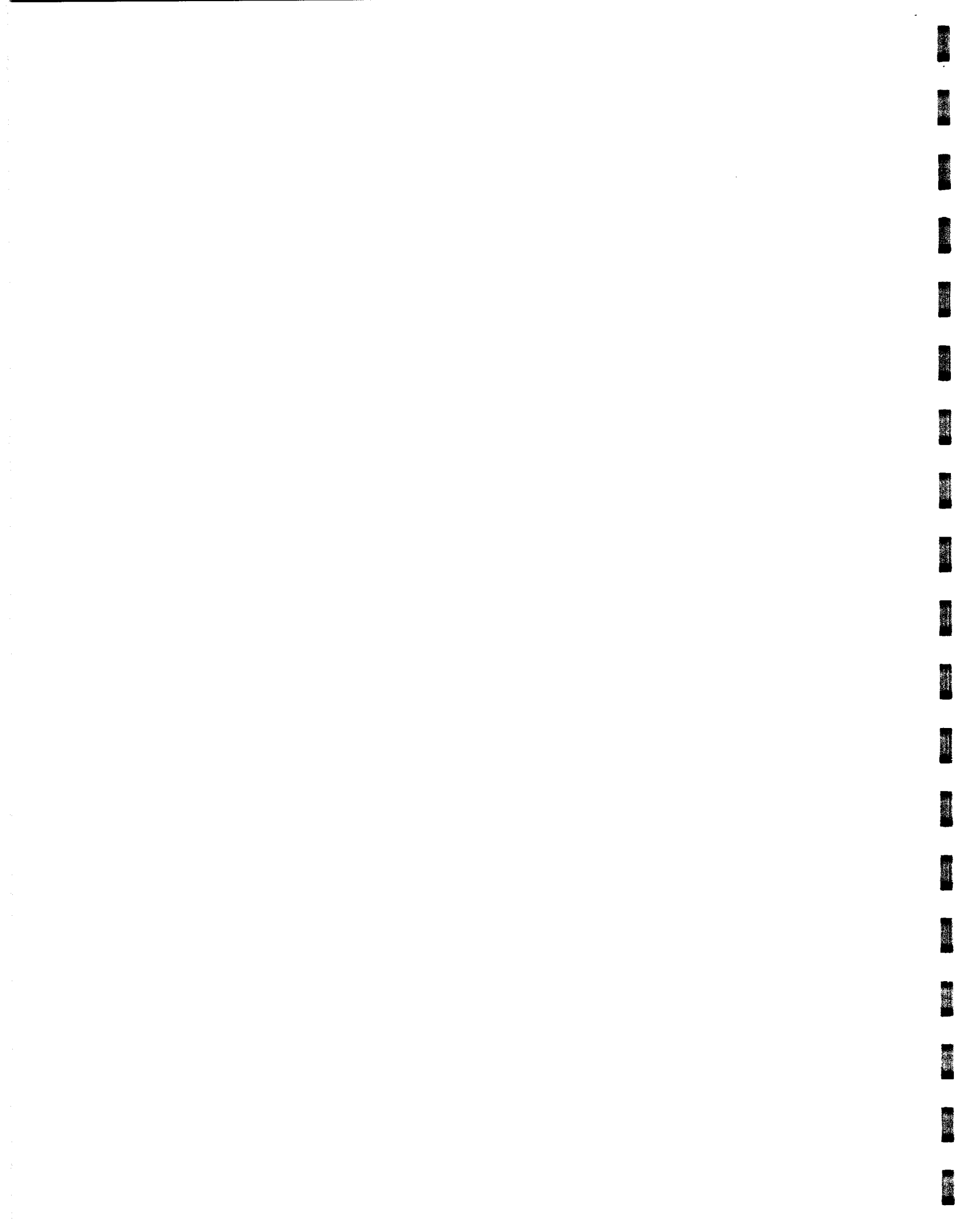
For a lump sum based bid, the item total is the bid amount the Owner uses for bid comparison.

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

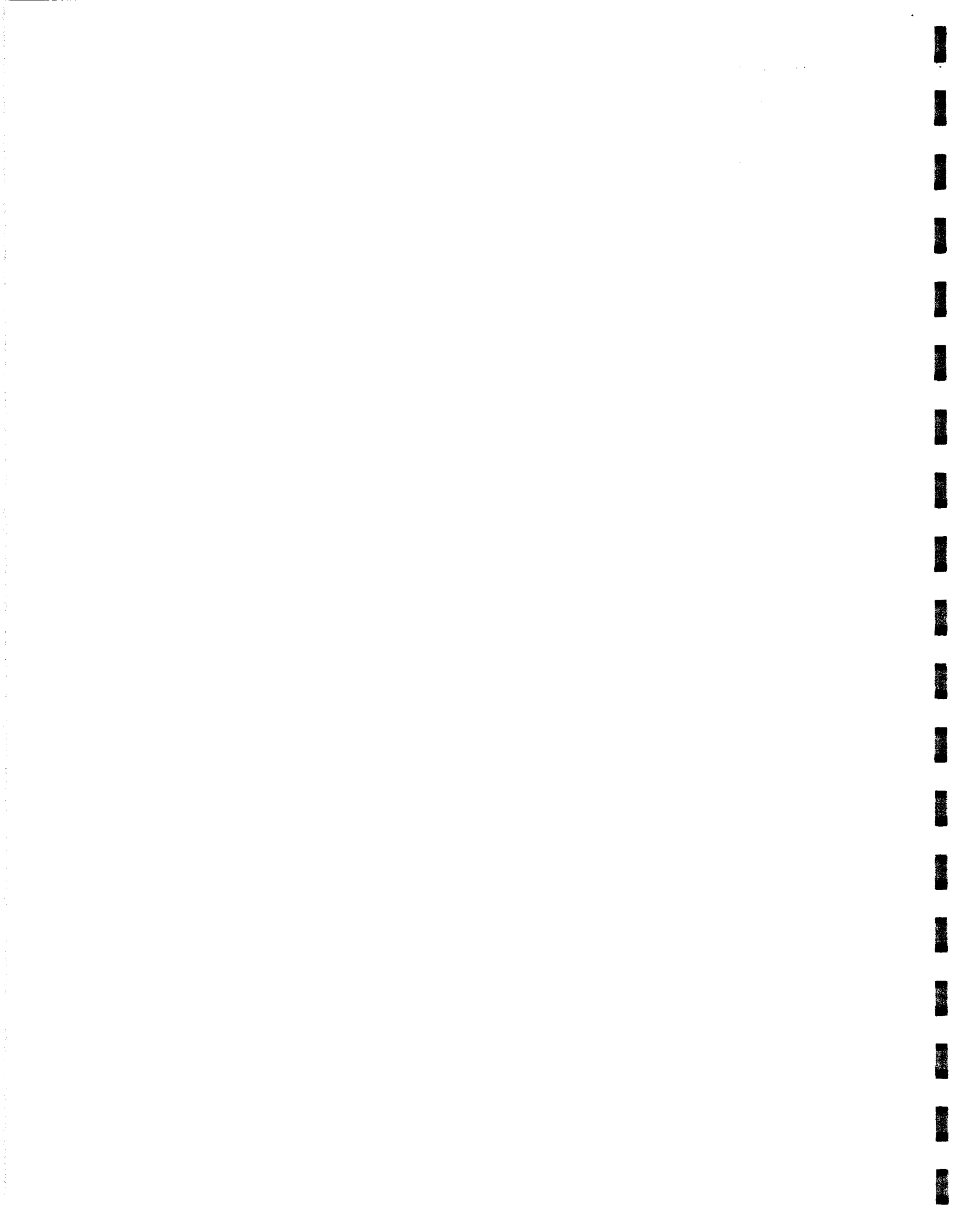
The Owner's decision on the bid amount is final.

SCHEDULE A – ALL WORK EXCLUDING ROCK REMOVAL

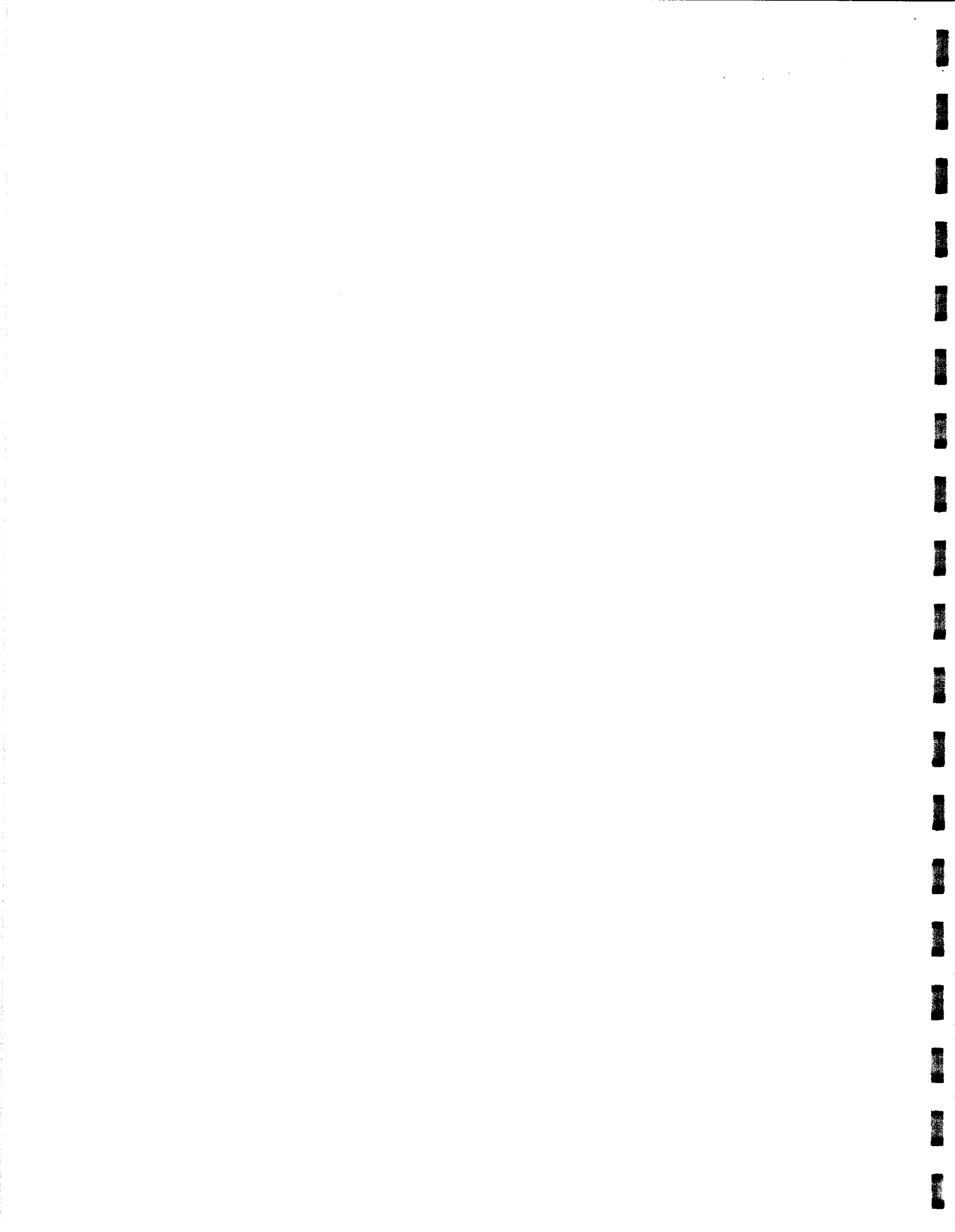
Item	Description	Qty	Unit	Unit Price	Item Price
1	Mobilization	1	LS	\$	\$
2	Bonds and Insurance	1	LS	\$	\$
3	General Requirements	1	LS	\$	\$
4	Demobilization	1	LS	\$	\$
5	Erosion and Sediment Control and Conformance with SWPPP	1	LS	\$	\$
6	6-inch Gravity Sewer Lateral (PVC) (All Depths)	300	LF	\$	\$
7	8-inch Gravity Sewer Pipe, PVC (SDR 35), 6.1'-10' depth	70	LF	\$	\$
8	10-inch Gravity Sewer Pipe, PVC (SDR 35), 6.1'-10' depth	10	LF	\$	\$
9	12-inch Gravity Sewer Pipe (DIP, RCP, PVC), 10.1'-14' depth	15	LF	\$	\$
10	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	10	LF	\$	\$
11	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	60	LF	\$	\$
12	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), greater than 14' depth	135	LF	\$	\$
13	21-inch Gravity Sewer Pipe (Uni-Flange Series 1300-P Restraint) (All Depths)	245	LF	\$	\$
14	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 0-6' depth	20	LF	\$	\$
15	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 6.1'-10' depth	350	LF	\$	\$



16	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 10.1'-14' depth	225	LF	\$	\$
17	24-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	100	LF	\$	\$
18	24-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	35	LF	\$	\$
19	24-inch Gravity Sewer Pipe (DIP), installed in Richmond Road, 6.1'-10' depth	490	LF	\$	\$
20	24-inch Gravity Sewer Pipe (DIP), installed in Richmond Road, 10.1'-14' depth	90	LF	\$	\$
21	27-inch Gravity Sewer Pipe (FRP, RCP, PVC), 6.1'-10' depth	985	LF	\$	\$
22	27-inch Gravity Sewer Pipe (Uni-Flange Series 1300-P Restraint) (All Depths)	240	LF	\$	\$
23	30-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	295	LF	\$	\$
24	30-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	810	LF	\$	\$
25	30-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), greater than 14' depth	290	LF	\$	\$
26	36-inch Steel Encasement Pipe, Bore & Jack	230	LF	\$	\$
27	42-inch Steel Encasement Pipe, Bore & Jack	230	LF	\$	\$
28	Connect existing 4-inch sewer to manhole	2	EA	\$	\$
29	Connect existing 6-inch sewer to manhole	2	EA	\$	\$
30	Connect existing 8-inch sewer to manhole	3	EA	\$	\$
31	Connect existing 10-inch sewer to manhole	1	EA	\$	\$
32	Connect existing 12-inch sewer to manhole	2	EA	\$	\$
33	Connect existing 15-inch sewer to manhole	1	EA	\$	\$
34	Connect existing 18-inch sewer to manhole	1	EA	\$	\$
35	Connect existing 24-inch DI sewer to manhole	3	EA	\$	\$
36	Install 6-Inch Cleanout	1	EA	\$	\$
37	Partially demolish and fill manhole (in Pavement)	16	EA	\$	\$
38	Partially demolish and fill manhole (outside Pavement)	12	EA	\$	\$
39	Shallow Manhole, 4-foot diameter (depth < 5.0 ft.)	1	EA	\$	\$
40	Standard Manhole, 4-foot diameter (depth 5.1 to 6.0 ft.)	8	EA	\$	\$
41	Standard Manhole, 5-foot diameter (depth to 6.0 ft.)	11	EA	\$	\$
42	Standard Manhole, 6-foot diameter (depth to 6.0 ft.)	2	EA	\$	\$
43	Standard Manhole, 8-foot diameter (depth to 6.0 ft.)	1	EA	\$	\$
44	Replace Exist. Shallow Manhole, 4 ft. diameter (depth < 5.0 ft.) (Open Cut Line)	1	EA	\$	\$
45	Replace Exist Manhole, 4 ft. diameter (depth 5.1 to 6.0 ft.) (Open Cut Line)	2	EA	\$	\$
46	Replace Exist. Manhole, 6 ft. diameter (depth to 6.0 ft.) (Open Cut Line)	2	EA	\$	\$
47	Manhole Barrel Extensions, 4 ft. diameter	44	VF	\$	\$



48	Manhole Barrel Extensions, 5 ft. diameter	58	VF	\$	\$
49	Manhole Barrel Extensions, 6 ft. diameter	17	VF	\$	\$
50	Manhole Barrel Extensions, 8 ft. diameter	4	VF	\$	\$
51	Manhole Exterior Drop Connection (8"-10")	4	EA	\$	\$
52	Manhole exterior Drop Connection (12"-21")	1	EA	\$	\$
53	Manhole Diaphragm, Manhole Anti-Flotation Collar, & Watertight Cover	3	EA	\$	\$
54	Cut and Cap existing 8-inch sewer	3	EA	\$	\$
55	Cut and Cap existing 10-inch sewer	1	EA	\$	\$
56	Cut and Cap existing 12-inch sewer	1	EA	\$	\$
57	Cut and Cap existing 15-inch sewer	1	EA	\$	\$
58	Cut and Cap existing 18-inch sewer	1	EA	\$	\$
59	Cut and Cap existing 24-inch sewer	1	EA	\$	\$
60	Cap new 24-inch sewer	2	EA	\$	\$
61	Cap new 27-inch sewer	2	EA	\$	\$
62	Video inspection of new sewer pipe	5,122	LF	\$	\$
63	Tree Removal, > 12-inch diameter	2	EA	\$	\$
64	Bituminous Pavement Surface Replacement (with Concrete or Bituminous Base)	1,280	SY	\$	\$
65	Dense Graded Aggregate (DGA) Replacement (6" depth)	10	SY	\$	\$
66	Roadway and Parking Lot Striping	2300	LF	\$	\$
67	Roadway Stop Bar	42	LF	\$	\$
68	Roadway Directional Arrow	4	EA	\$	\$
69	Cross Walk Striping	10	LF	\$	\$
70	Bicycle Lane Symbol	2	EA	\$	\$
71	Seeding, Temporary, as directed by Engineer	7050	SY	\$	\$
72	Seeding, Permanent	7050	SY	\$	\$
73	Concrete Curb Replacement	120	LF	\$	\$
74	Concrete Sidewalk Replacement	8	SY	\$	\$
75	Concrete Handicap Ramp Replacement	2	EA	\$	\$
76	Dense Graded Aggregate – DGA, Extra as directed by Engineer	10	Ton	\$	\$
77	No. 9 Crushed Stone, Extra as directed by Engineer	10	Ton	\$	\$
78	No. 57 Crushed Stone, Extra as directed by Engineer	10	Ton	\$	\$
79	No. 2 Crushed Stone, Extra as directed by Engineer	10	Ton	\$	\$
80	Flowable (Controlled Density) Fill (Richmond Road)	430	CY	\$	\$
81	Milling and Resurfacing (Richmond Road)	1	LS	\$	\$
82	Temporary Pavement (Richmond Road)	160	TON	\$	\$



83	Bypass Pumping Setup, < 12-inch Sewer Line	6	EA	\$	\$
84	Bypass Pumping Setup, ≥ 12-inch to < 15-inch Sewer Line	4	EA	\$	\$
85	Bypass Pumping Setup, ≥ 15-inch to <18-inch Sewer Line	3	EA	\$	\$
86	Bypass Pumping Setup, ≥18-inch to <24-inch Sewer Line	2	EA	\$	\$
87	Bypass Pumping Setup, ≥ 24-inch to 36-inch Sewer Line	2	EA	\$	\$
88	Bypass Pumping, < 12-inch Sewer Line	200	HR	\$	\$
89	Bypass Pumping, ≥12-inch to < 15-inch Sewer Line	300	HR	\$	\$
90	Bypass Pumping, ≥ 15-inch to < 18-inch Sewer Line	600	HR	\$	\$
91	Bypass Pumping, ≥ 18-inch to < 24-inch Sewer Line	500	HR	\$	\$
92	Bypass Pumping, ≥ 24-inch to 36-inch Sewer Line	250	HR	\$	\$
93	Remove 15" DIP from Exist. 6'x10' Box Culvert and Fill with Non-Shrink Grout (See Plan Sheet 4)	1	LS	\$	\$
94	Existing Fence Removal and Replacement on KY American Water Company Property	530	LF	\$	\$
95	Maintenance of Traffic	1	LS	\$	\$
96	Combination Vacuum/Hydraulic Jet/Hydro Excavator, extra as directed by Engineer	10	HR	\$	\$
97	Backhoe/Extend-a-hoe, extra as directed by Engineer	10	HR	\$	\$
98	Hoe Ram, extra as directed by Engineer	10	HR	\$	\$
99	Dump Truck, Single Axle, extra as directed by Engineer	10	HR	\$	\$
100	Dump Truck, Tandem or Tri-Axle, extra as directed by Engineer	10	HR	\$	\$
101	Large Track Hoe, CAT 311 or Equivalent, extra as directed by Engineer	10	HR	\$	\$
102	Small Track Hoe, CAT 301.6C or Equivalent, extra as directed by Engineer	10	HR	\$	\$
103	Skid-Steer Loader, extra as directed by Engineer	10	HR	\$	\$
104	Roller/Compactor, extra as directed by Engineer	10	HR	\$	\$
105	Traffic Maintenance – Type 1 (Flagger), extra as directed by Engineer	10	HR	\$	\$
106	Electronic Arrow Board, extra as directed by Engineer	10	HR	\$	\$
107	Electronic Message Board, extra as directed by Engineer	10	WK	\$	\$
Schedule A (Items 1 thru 107), all work excluding Rock Removal and Special Restoration				\$	\$

Schedule B1 & B2 are for the same work from STA. 10+36 to STA. 17+71 on Line "C" as shown on the Plans. Schedule B1 shows line items for replacing the existing sanitary sewer using "Pipe Bursting" method of construction. Schedule B2 shows line items for replacing the existing sanitary sewer by "Dig and Replace" method. Power pole stabilization and guy wire replacement required for either schedule shall be included in the unit price for sewer line. Damage to storm pipes and/or structures shall be



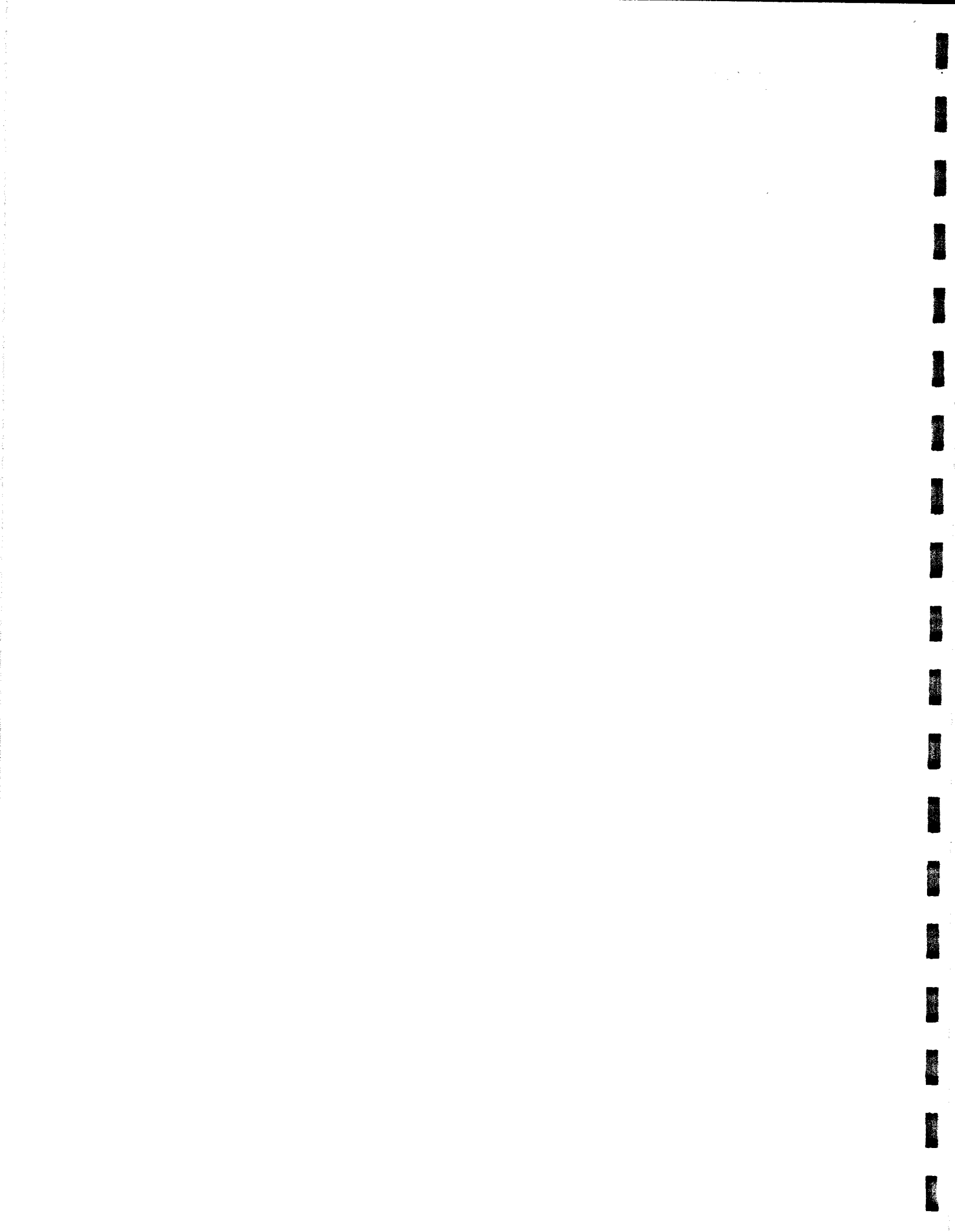
repaired at no additional cost unless listed in the Bid Schedule and only the quantities listed. All cost for storm sewer pipe and structure repair or replacement other than what is listed shall be included in unit prices of other items. Contractor shall select method of construction by filling out either Schedule B1 or B2. **DO NOT COMPLETE BOTH SCHEDULE B-1 AND B-2, ONLY THE METHOD TO BE INCLUDED IN THE TOTAL BID AMOUNT.**

SCHEDULE B1 – LINE C, STA. 10+36 to STA. 17+71 (PIPE BURST)

Item	Description	QTY	Unit	Unit Price	Item Price
B1.1	14-Inch Fusible PVC, by Pipe Burst	715	LF	\$	\$
B1.2	Connect Existing 6-Inch Sewer to Manhole	3	EA	\$	\$
B1.3	Connect Existing 8-Inch Sewer to Manhole	6	EA	\$	\$
B1.4	Connect Existing 12-Inch Sewer to Manhole	1	EA	\$	\$
B1.5	Replace Exist. Manhole, 4-foot Diameter (Depth to 6.0 ft.)(Pipe Burst Line)	4	EA	\$	\$
B1.6	Replace Exist. Manhole, 4-foot Diameter with 5-foot Diameter Interior Drop Manhole (Depth to 14.0 ft.)(Pipe Burst Line)	3	EA	\$	\$
B1.7	Manhole Barrel Extensions, 4 ft. Diameter	21	VF	\$	\$
B1.8	Cleanout, on 4" or 6" Service Lateral to Pipe Burst Line (In Pavement)	5	EA	\$	\$
B1.9	Reconnect Exist. Service Lateral to Pipe Burst Line (In Pavement)	2	EA	\$	\$
B1.10	Video Inspection of New Sewer Pipe	715	LF	\$	\$
B1.11	Bituminous Pavement Surface Replacement	2,500	SY	\$	\$
B1.12	Maintenance of Traffic	1	LS	\$	\$
Schedule B1, STA. 10+36 to STA. 17+71 (PIPE BURST)				\$	

SCHEDULE B2 – LINE "C", STA. 10+36 to STA. 17+71 (OPEN CUT)

Item	Description	QTY	Unit	Unit Price	Item Price
B2.1	15-Inch (RCP, PVC) or 14-Inch (DIP, FRP) Gravity Sewer Pipe, 10.1'-14' depth	535	LF	\$	\$
B2.2	15-Inch (RCP, PVC) or 14-Inch (DIP, FRP) Gravity Sewer Pipe, greater than 14' depth	180	LF	\$	\$
B2.3	Connect Existing 6-Inch Sewer to Manhole	3	EA	\$	\$
B2.4	Connect Existing 8-Inch Sewer to Manhole	6	EA	\$	\$
B2.5	Connect Existing 12-Inch Sewer to Manhole	1	EA	\$	\$
B2.6	Replace Exist. Manhole, 4-foot Diameter (Depth to 6.0 ft.)(Open Cut)	4	EA	\$	\$
B2.7	Replace Exist. Manhole, 4-foot Diameter with 5-foot Diameter Interior Drop Manhole (Depth to 14.0 ft.)(Open Cut)	3	EA	\$	\$
B2.8	Manhole Barrel Extensions, 4 ft. Diameter	21	VF	\$	\$
B2.9	Cleanout, on 4" or 6" Service Lateral (In Pavement)	5	EA	\$	\$



B2.10	Reconnect Exist. Service Lateral	2	EA	\$	\$
B2.11	Video Inspection of New Sewer Pipe	715	LF	\$	\$
B2.12	Bituminous Pavement Surface Replacement	2,850	SY	\$	\$
B2.13	Maintenance of Traffic	1	LS	\$	\$
B2.14	Roadway and Parking Lot Striping	100	LF	\$	\$
B2.15	Concrete Curb Replacement	50	LF	\$	\$
B2.16	Concrete Sidewalk Replacement	90	SY	\$	\$
B2.17	36" Equiv. Elliptical RCP Storm Sewer	150	LF	\$	\$
B2.18	Remove & Replace 4' x 4' Catch Basin, 0-6' depth	1	EA	\$	\$
B2.19	Remove & Replace 4' diameter storm water MH, 0-8' depth	1	EA	\$	\$
B2.20	Brick Pillar Replacement @ Ashford Place	1	EA	\$	\$
B2.21	Landscape Restoration	1	LS	\$	\$
Schedule B2, STA. 10+36 to STA. 17+71 (OPEN CUT)				\$	

The Contract Documents state that blasting is not permitted. However, LFUCG has made the determination that blasting is an acceptable method for rock removal on this project.

The lowest total bid amount with rock removal by mechanical methods or blasting methods will be the basis for each Bidder's Bid Amount utilized in the award of the Contract.

SCHEDULE C – ROCK REMOVAL

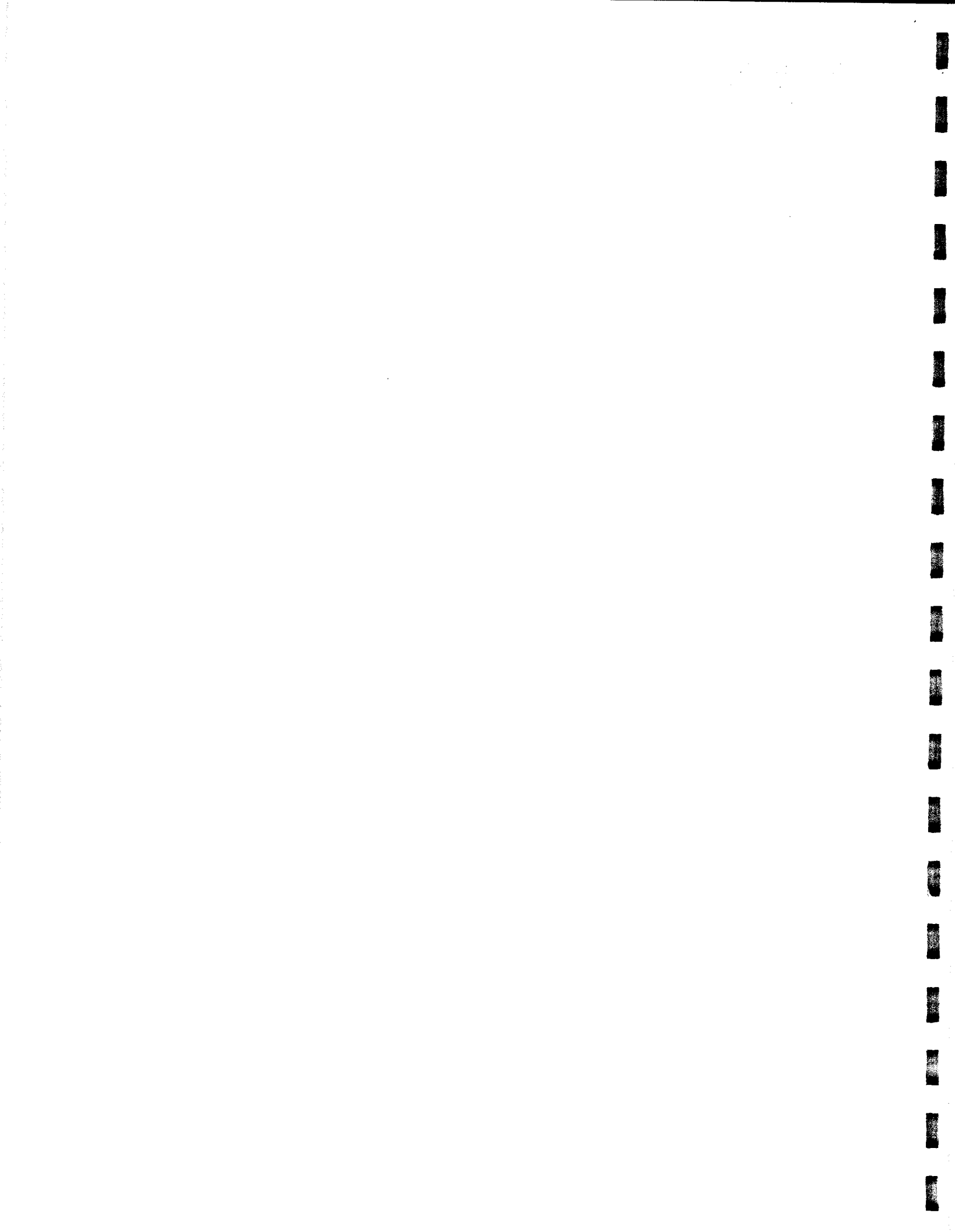
Item	Description	QTY	Unit	Unit Price	Item Price
C1	Rock Removal by Mechanical or Blasting Methods	3,100	CY	\$	\$
Schedule C, Rock Removal				\$	

SCHEDULE D – SPECIAL RESTORATION (See Section 00880 – Special Restoration Provisions)

Item	Description	QTY	Unit	Unit Price	Item Price
D1	Rob Prop, LLC, 651 Perimeter Drive	LS	1	\$	\$
Schedule D, Special Restoration				\$	

TOTAL BID AMOUNT (sum of Schedule A, Schedule B1 or B2, Schedule C, and Schedule D):

_____ Dollars (\$ _____)



If rock removal by blasting methods is involved in the Agreement (Contract), blasting must comply with Federal, State, and Local Regulations and National Codes on the purchase, transportation, storage, and use of explosive material. Codes include, but are not limited to the following:

1. Storage, security, and accountability: Bureau of Alcohol, Tobacco, and Firearms (BATF): 27 CFR Part 181.
2. Shipment: DOT, 49 CFR Parts 171-179, 390-397.
3. Safety and Health: OSHA 29 CFR Part 1926, Subpart U.
4. Transportation and Storage: NFPA 495, Chapters 3 through 6.
5. Kentucky Department of Mines and Minerals code for explosive disintegration of rock.

The Contractor must complete the following before explosives are brought to site:

1. Obtain all required permits from authorities having jurisdiction, with copies to Owner.
2. Obtain Blasting and Liability insurance in accordance with Kentucky Department of Highway requirements. A copy of the Declaration of Insurance shall be provided to the Owner.
3. Complete preblast survey with signed copy to Owner.

Preblast survey shall be completed to document the existing conditions of structures or utilities within 500 feet of the blast or that could be at risk from blasting damage. At least thirty (30) days before initiation of blasting, the Contractor shall notify, in writing, all residents or owners of dwellings or other structures located within one-half (1/2) mile of the blasting area advising that they may request a preblast survey. Contractor to maintain records of notifications and responses to be submitted to the Engineer. A preblast survey is required for all residents or owners within one-half mile that request one. Such documentation is to be of such quality to determine whether blasting operations damaged structures. Preblast survey shall utilize video, still images and report forms to document each structure. Video with audible description of observations shall be used to observe general conditions of each structure and to note specific damage that exists to structure prior to blasting. Still images shall be utilized to supplement video as needed to document specific conditions of each structure. Report form shall document date of survey, and who was present during survey. Forms shall also be utilized to supplement video as to the conditions of structures. Existing damage such as cracked foundations, brick facade, and etc. shall have reference object such as a scale in image or video. Audio commentary of cracked foundations, brick facades, etc. shall denote width of cracks. The Contractor shall submit three copies of video, still images, and pdf copies of report forms on CD's.

Respectfully Submitted,

FIRM: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

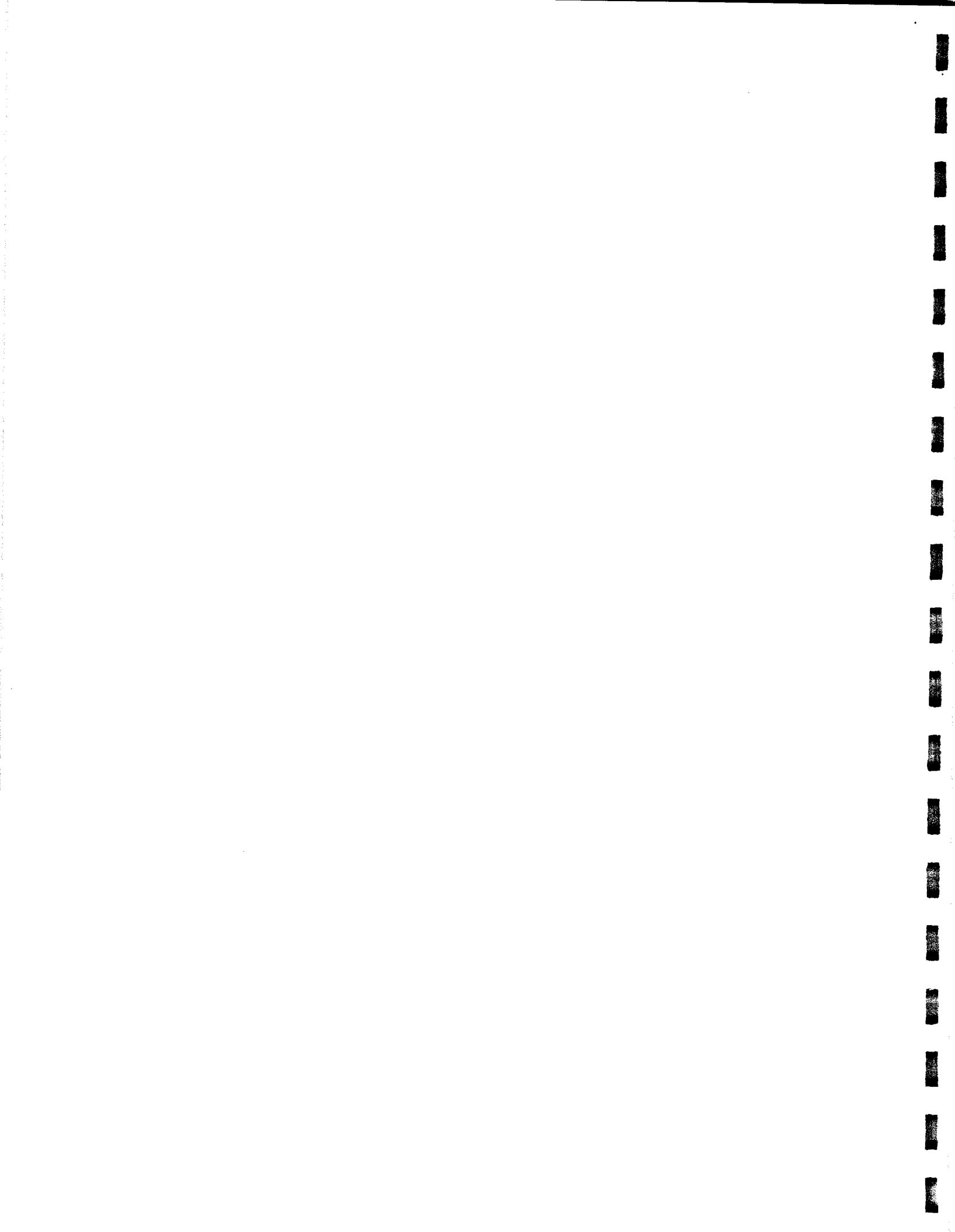
DATE: _____

BY: _____
(must be original signature)

TITLE: _____

PHONE: _____ FAX: _____
(area code, number & extension)

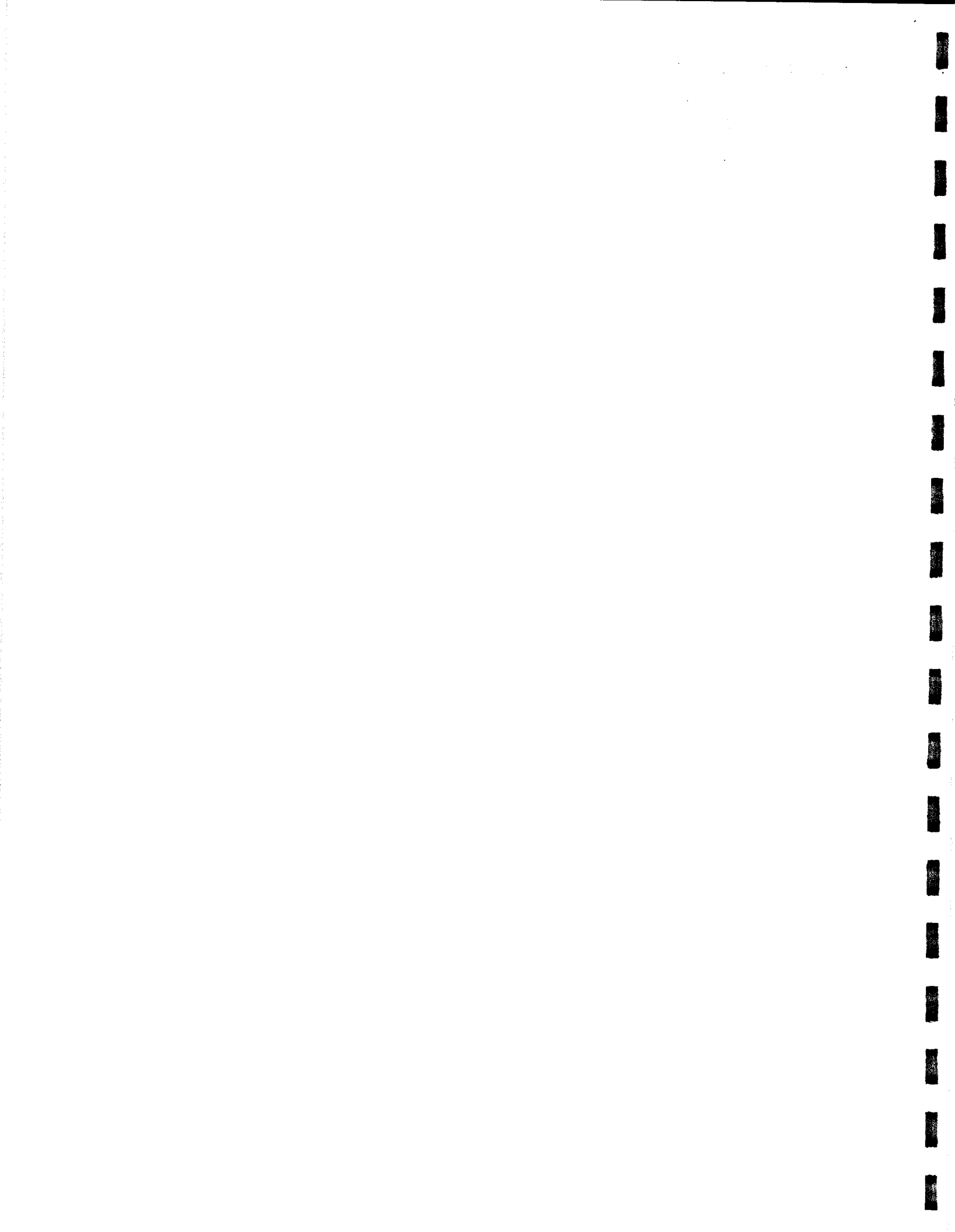
EMAIL ADDRESS: _____



OFFICIAL ADDRESS AND PHONE:

(Seal if Bid is by Corporation)

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



1.05 STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of Bidder: _____
- B. Permanent Place of Business: _____
- C. When Organized: _____
- D. Where Incorporated: _____
- E. Financial Condition:

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

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

_____ (Surety)

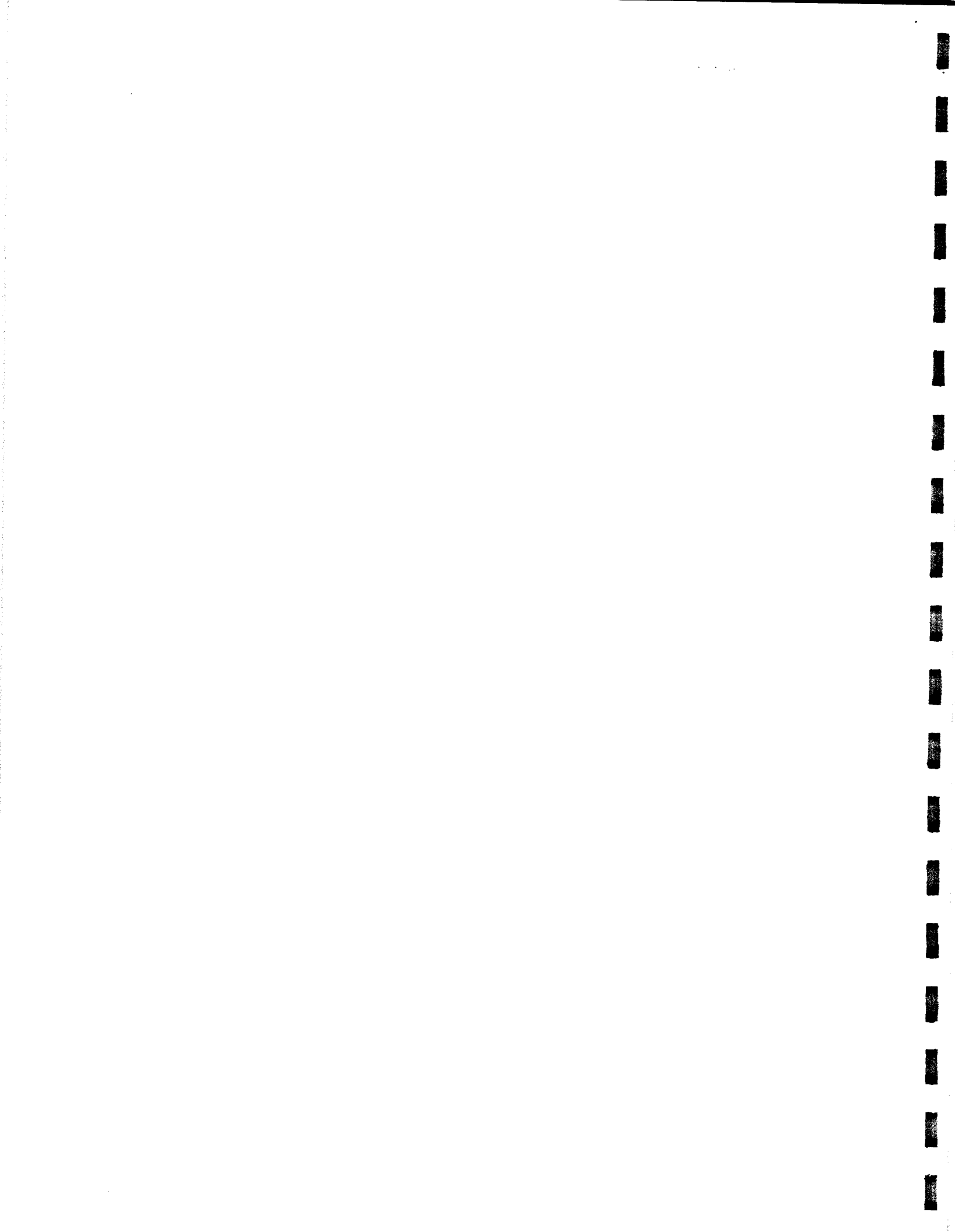
Signed: _____ (Representative of Surety)

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

J. MWDBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>MWDBE</u>	<u>% of WORK</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

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



1.06 LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK**</u> (List each major item)	<u>SUBCONTRACTOR</u>	<u>MWDBE (yes/no)</u>	<u>% of WORK</u>
1. _____	Name: _____ Address: _____ _____	_____	_____
2. _____	Name: _____ Address: _____ _____	_____	_____
3. _____	Name: _____ Address: _____ _____	_____	_____
4. _____	Name: _____ Address: _____ _____	_____	_____
5. _____	Name: _____ Address: _____ _____	_____	_____
6. _____	Name: _____ Address: _____ _____	_____	_____

** Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.

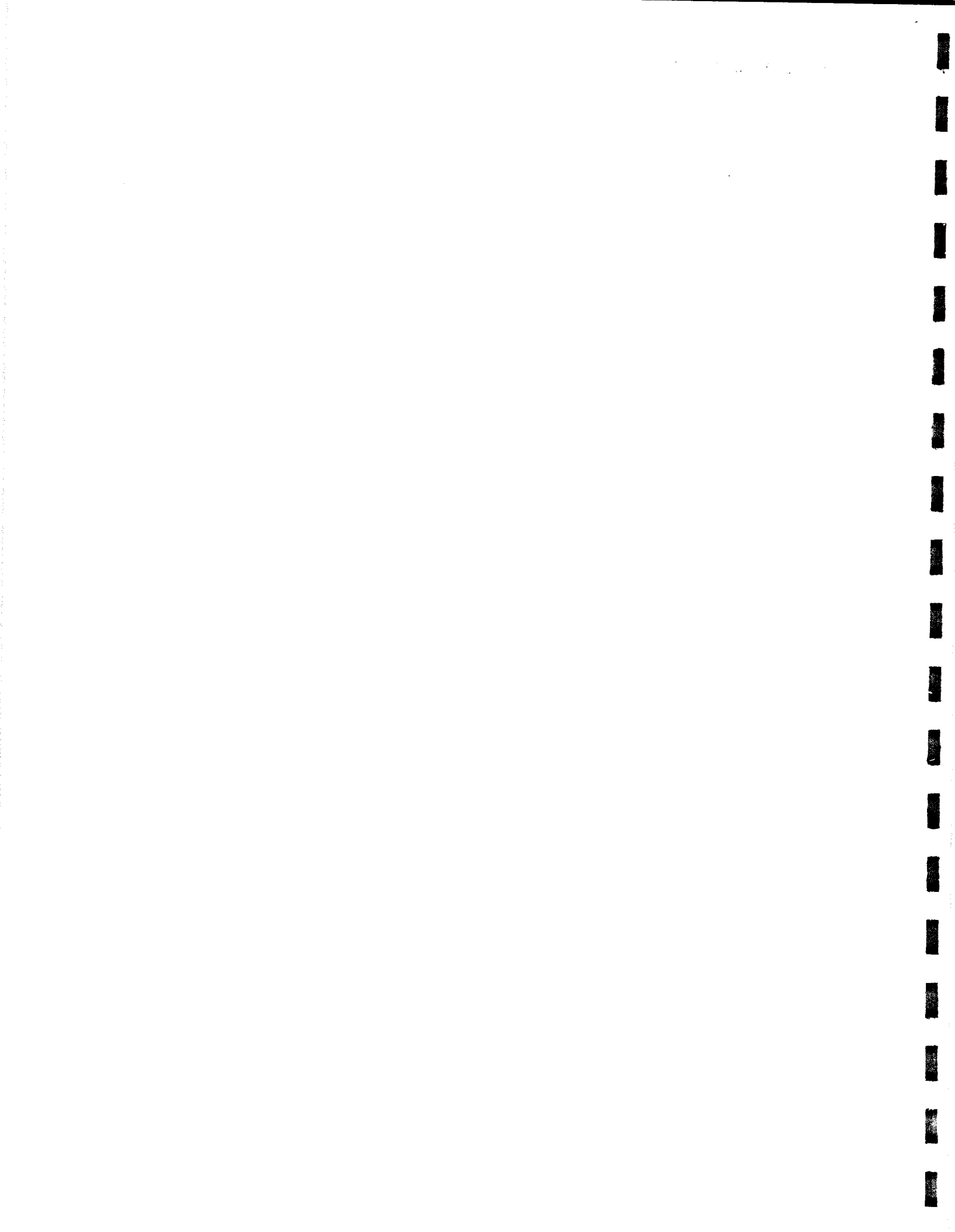


1.07 AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

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

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

Company _____ Date _____ Representative



1.08 STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

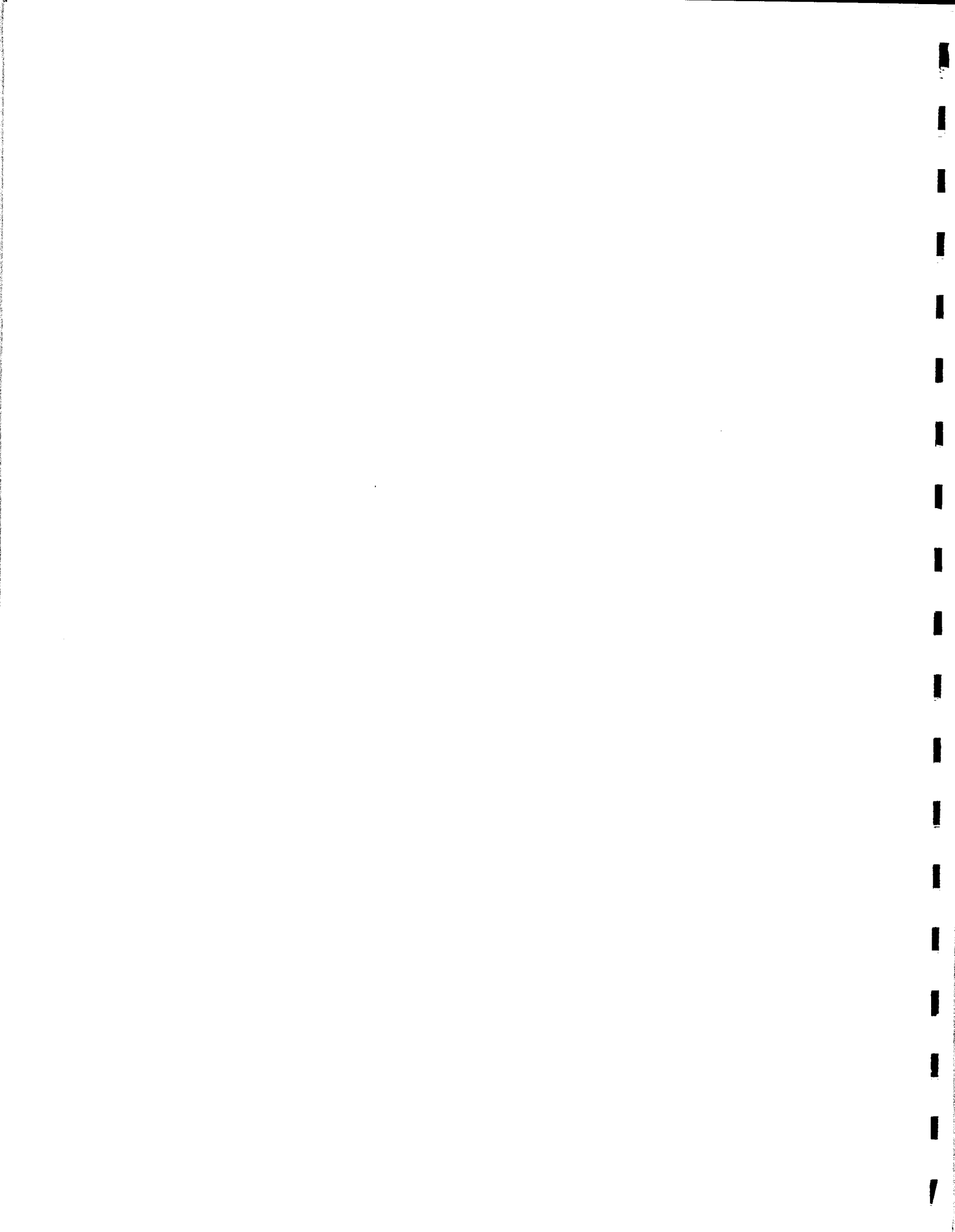
STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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



1.10 MWDBE SUBCONTRACTOR PARTICIPATION FORM



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

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

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

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

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

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

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

EPA FORM 6100-2 (DBE Subcontractor Participation Form)



1.11 MWDBE SUBCONTRACTOR PERFORMANCE FORM



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

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

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

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

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

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

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

EPA FORM 6100-3 (DBE Subcontractor Performance Form)



1.12 MWDBE SUBCONTRACTOR UTILIZATION FORM



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

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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

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

I have identified potential DBE certified subcontractors	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Continue on back if needed			

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

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

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



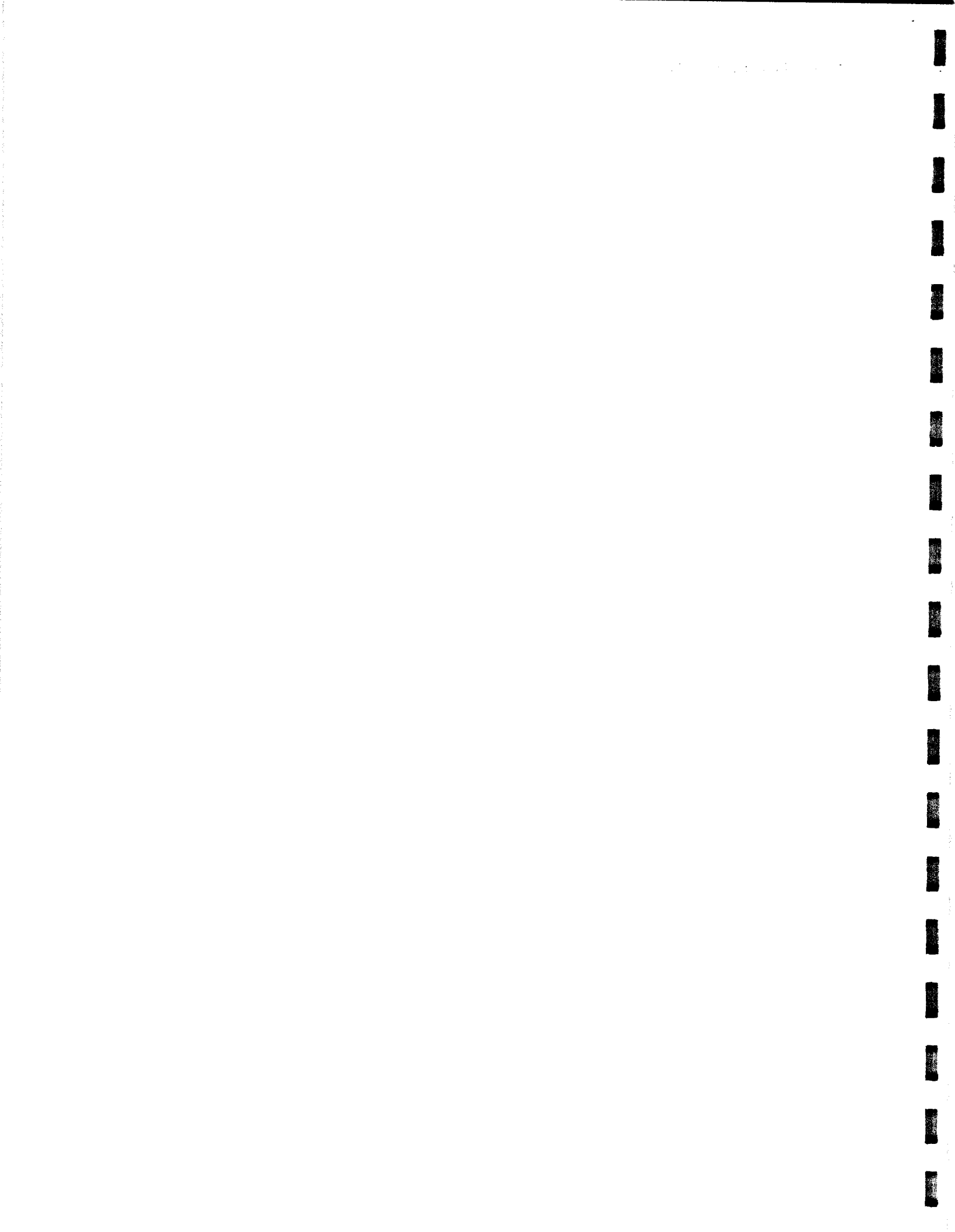
**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

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

Prime Contractor Signature	Print Name
Title	Date

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

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



1.13 MWDBE PARTICIPATION POLICY

PROJECT NAME: Woodhill Trunk Sewer Replacement
Lexington-Fayette Urban County Government

LFUCG BID NO. 4-2015 BID DATE: February 26, 2015

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

Prime Contractor's Name _____
Contact Person: _____
Address: _____
Phone: _____ Cell: _____
Email: _____
Total Contract Amount: _____

- B. Total dollar amount/percent of contract of DBE participation:** _____
C. Total dollar amount/percent of contract of MBE participation: _____
D. Total dollar amount/percent of contract of WBE participation: _____

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

Yes No _____

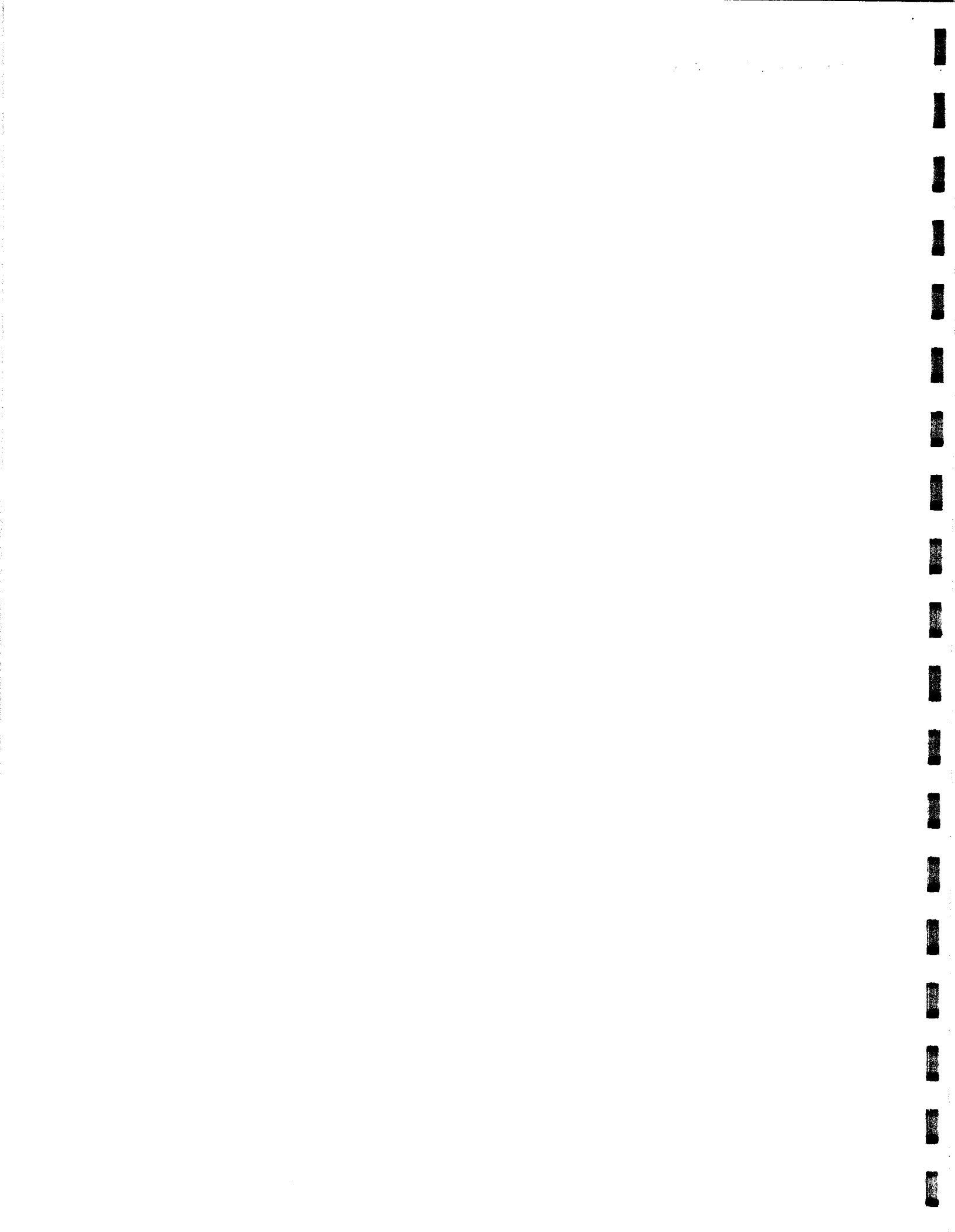
F. Are MWDBE subcontracts or letters of intent signed by both parties enclosed; if no, please explain: Yes No _____

G. List of DBE Subcontractors:

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

H. List of MBE Subcontractors:

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



I. List of WBE Subcontractors:

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

Attach additional sheets, if necessary.

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

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

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

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

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

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

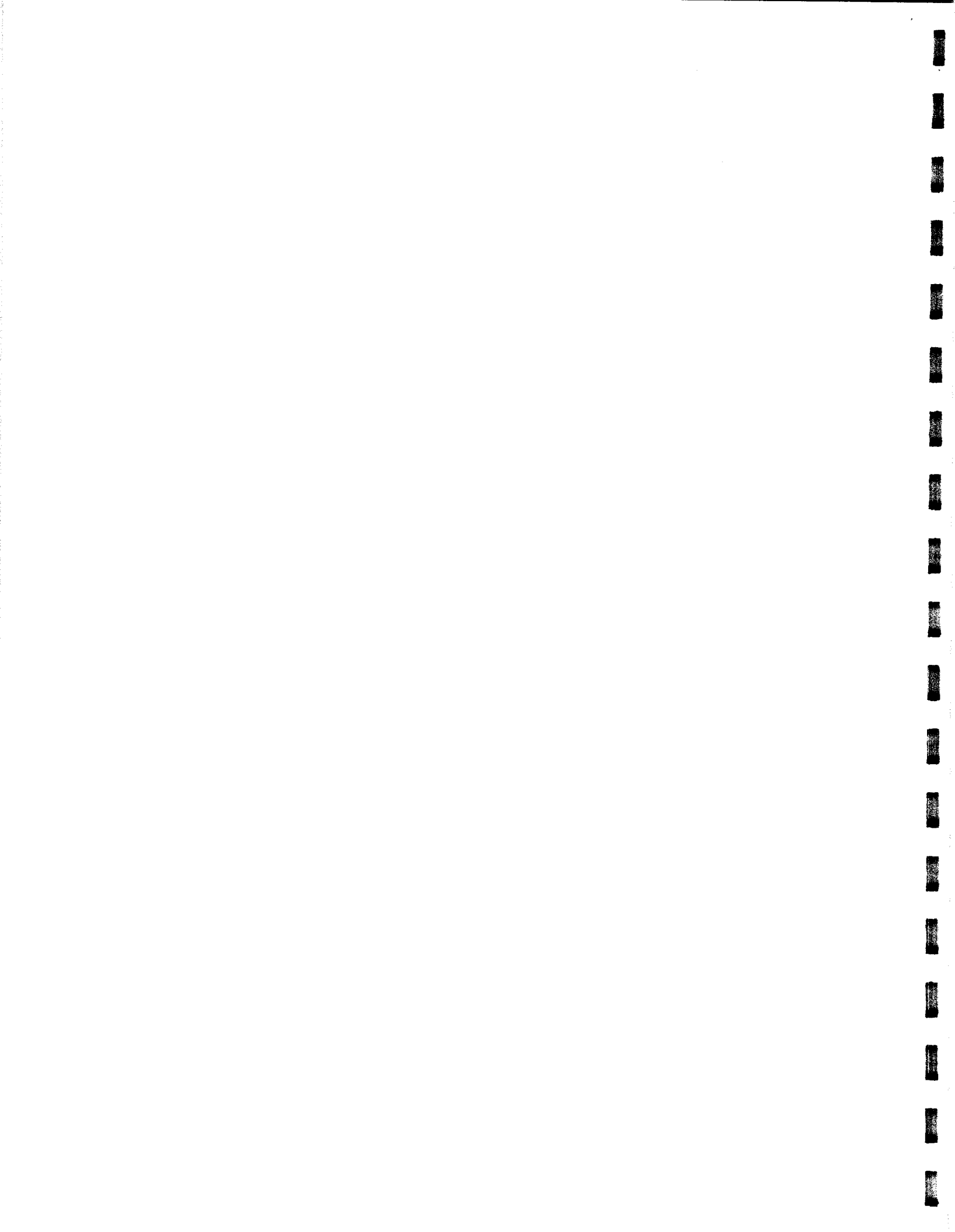
- a. List each MWDBE construction firm or material supplier to which a solicitation was attempted. *Submit copies of letters, emails, faxes, telecommunication logs, certified mail receipts, returned envelopes, certified mail return receipts, etc. as documentation.*

Company Name and Phone Number: _____

Area of Work Expertise:

Date of any Follow-Ups and Person Spoke to:

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



Name of Publication: _____

Date(s) of Advertisement: _____

Specific Subcontract Areas Announced: _____

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

Method of Notification: _____

Date(s) of Notification: _____

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

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

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

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

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

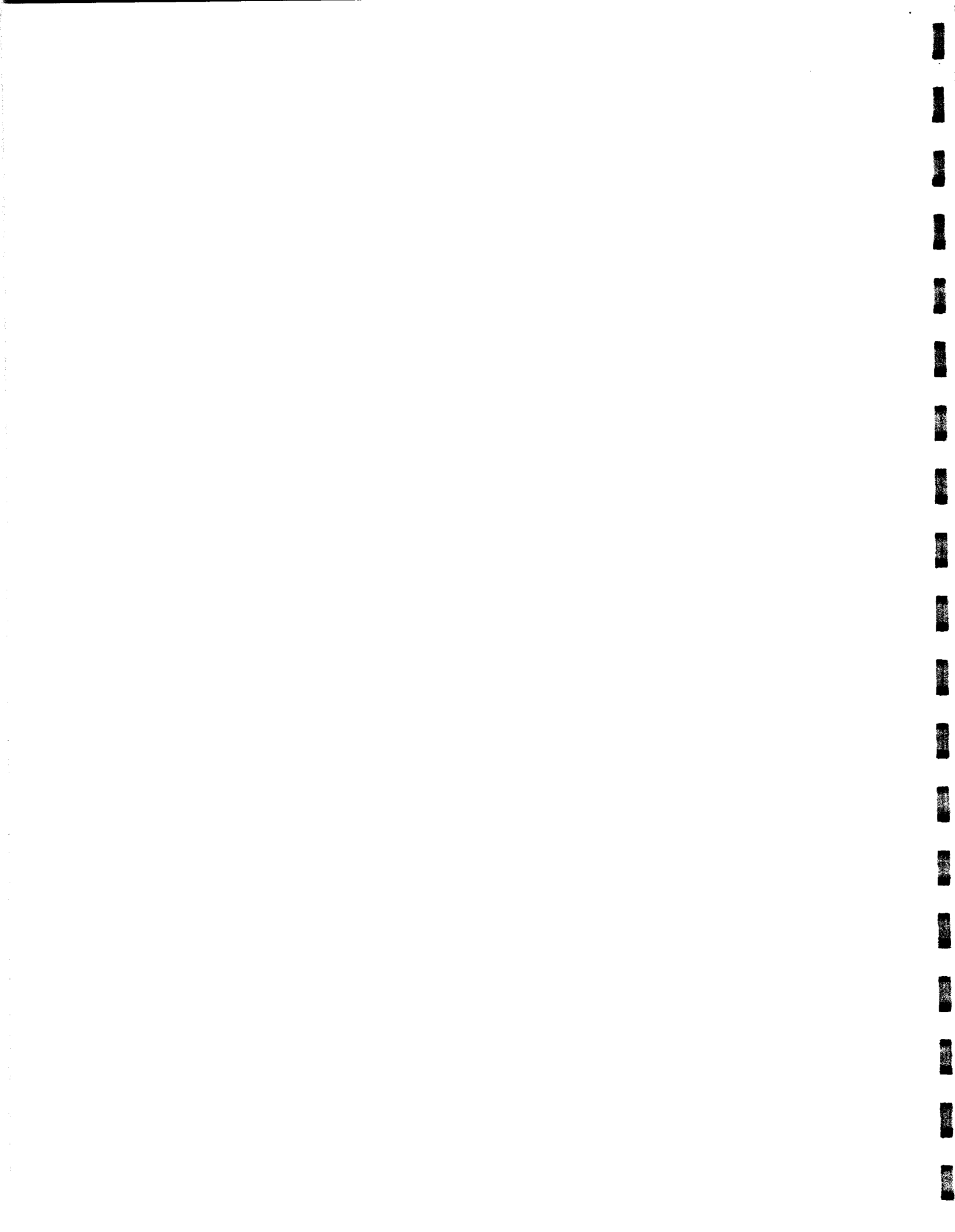
The prime contractor certifies that the assistance of the SBA, MBDA, and/or KPAP was utilized. *Submit pages printed off the SBA and MBDA websites which evidence efforts to register a solicitation on those sites or submit copies of the letter send and certified mail receipt as documentation; submit copies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

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

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

Signature and Date:

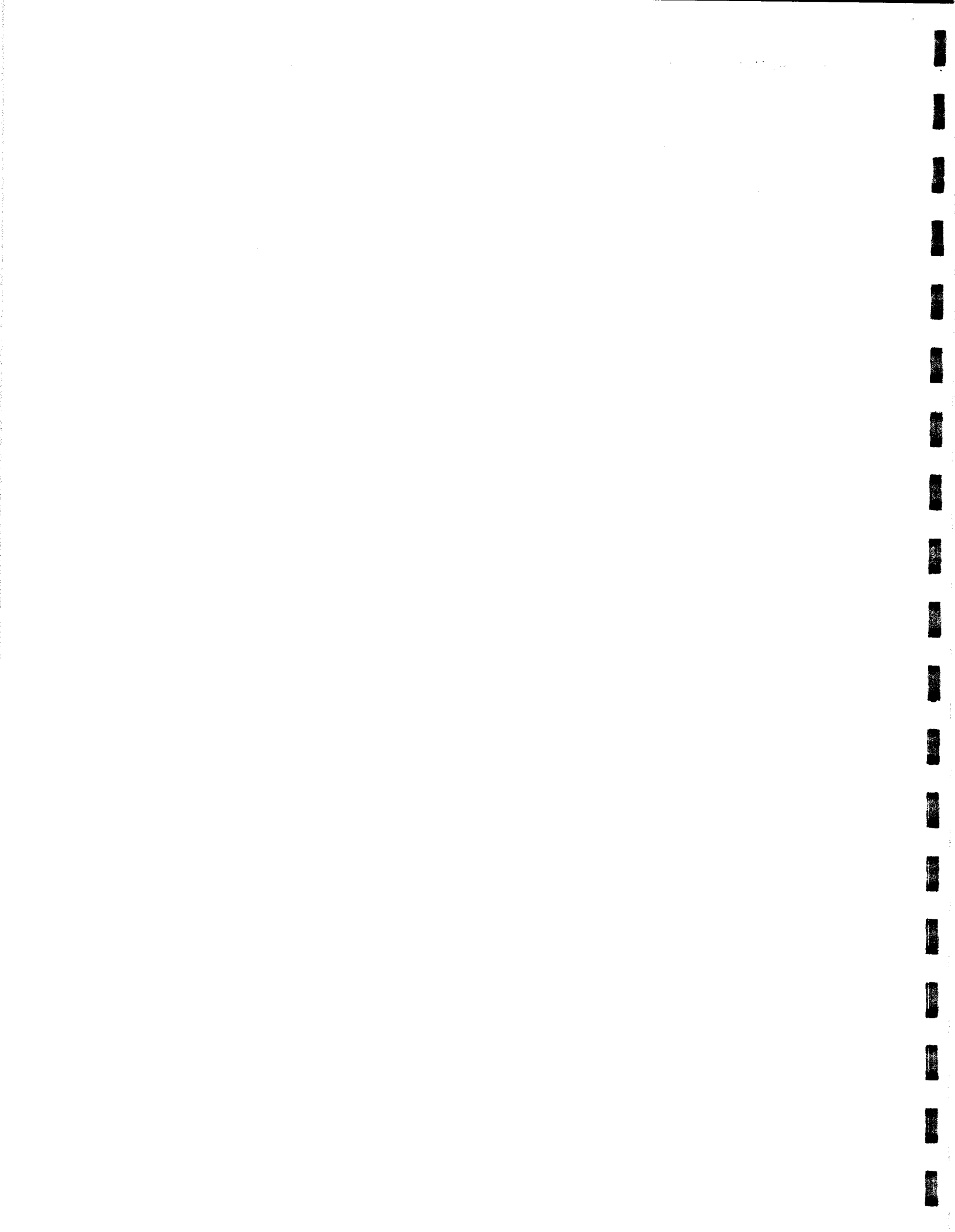
To the best of my knowledge and belief, all "six good faith efforts" have been met and the information contained in this document is true and correct; the document has been duly authorized by the legal representative.



Signature

Print Name and Title

Date



1.14 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of

(Name of Bidder)

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

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

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

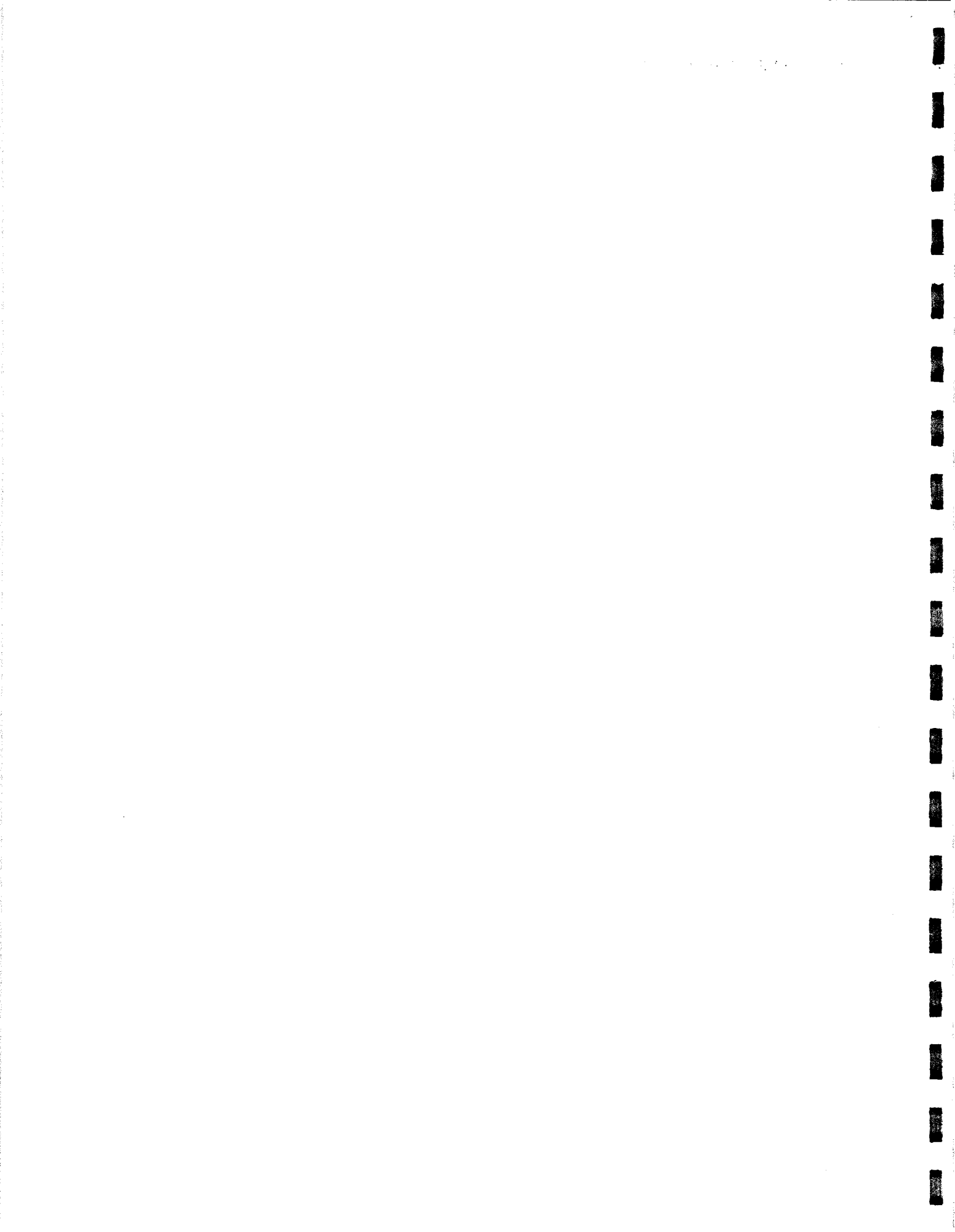


1.15 WORKFORCE ANALYSIS FORM

Name of Organization: _____ Date: ____/____/____

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators									
Professionals									
Superintendents									
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical									
Skilled Craft									
Service/Maintenance									
Total									

Prepared By: _____



1.16 EVIDENCE OF INSURABILITY

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

Names Insured: _____
 Address: _____
 Project to be insured: _____

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Section 00600 - Bonds and Certifications, including all requirements, and conditions.

Article Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided to Insured	Name of Insurer	A.M. Best's	
					Code	Rating
1.05.D.1	CGL	\$1,000,000/per occ., \$2,000,000/aggregate or \$2,000,000 combined single limit Requirements (a) through (e)				
1.05.D.1	Auto	Combined single \$1,000,000/per occ. aggregate Requirements (a) through (c)				
1.05.D.1	WC	\$ _____ Statutory				
1.05.D.1	Employer's Liability	\$500,000				

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

Agency or Brokerage _____ Name of Authorized Representative _____
 Street Address _____ Title _____
 City _____ Authorized Signature _____
 Telephone Number _____ Date _____

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

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

1.17 DEBARRED FIRMS

PROJECT NAME: Woodhill Trunk Sewer Replacement

LFUCG BID NO.: 4-2015

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

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

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

The undersigned hereby certifies that the firm of _____ has not and will not award a subcontract, in connection with any Agreement 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.

Name of Firm Submitting Bid

Signature of Authorized Official

Title

Date

1.18 DEBARMENT CERTIFICATION

All Contractors/Subcontractors shall complete this certification.

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.
 - a) Have not within a three year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c. Have not within a three (3) year period preceding this Bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the Contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: _____

Project: _____

Printed Name: _____

Title of Authorized Representative: _____

Signature: _____

Date: _____



1.20 · BID BOND

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

as principal (the "Principal") and _____

hereinto called Surety, are held and firmly bound unto

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

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

WHEREAS, the Principal has submitted a bid for _____

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

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

DATED as of this _____ day of _____, 20_____.

WITNESS / ATTEST:

Principal (Secretary)

Principal

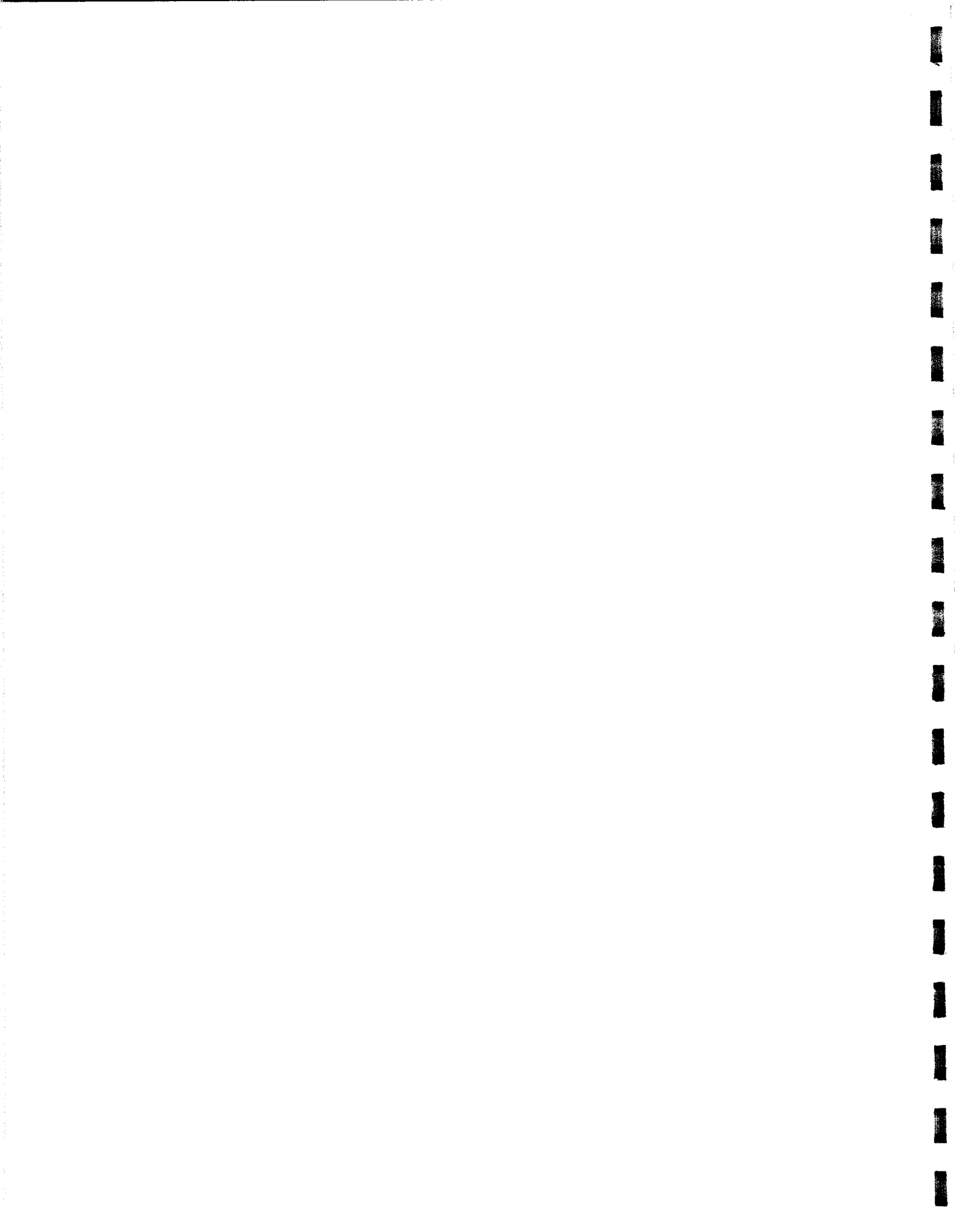
By: _____ (seal)
Name:
Title:

Surety (Secretary)

Surety

By: _____ (seal)
Name:
Title:





POWER OF ATTORNEY

(Attach to Bid Bond)

END OF SECTION



SANITARY SEWER CLEANOUT FRAME AND COVER
(DETAIL TO LEFT)

2" NEW BITUMINOUS
PAVEMENT CLASS 1

SAW CUT AND SQUARED
EDGES WITH TACK COAT

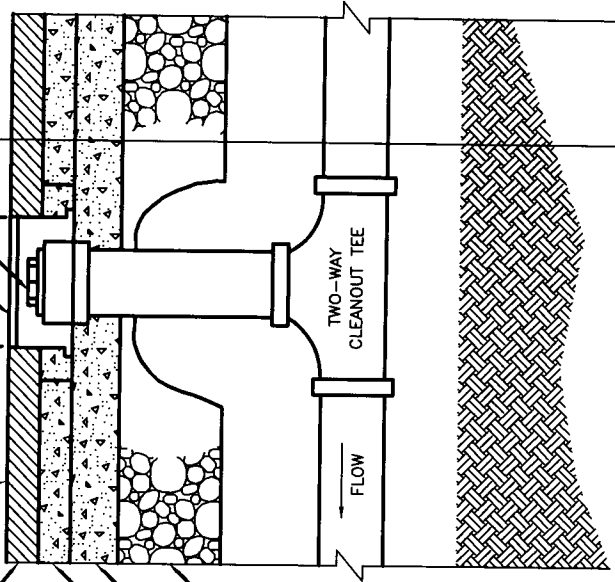
2" CONCRETE

4" CONCRETE

#9 STONE
(DEPTH VARIES)

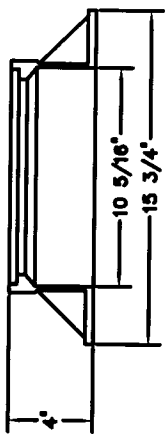
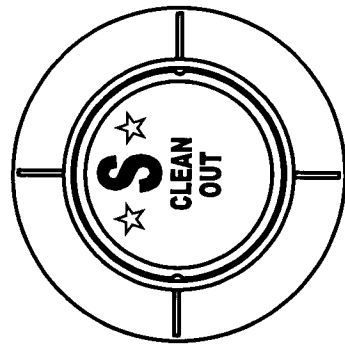
15 3/4"

CLEANOUT WITH THREADED PLUG
EASEMENT OR ROW LINE

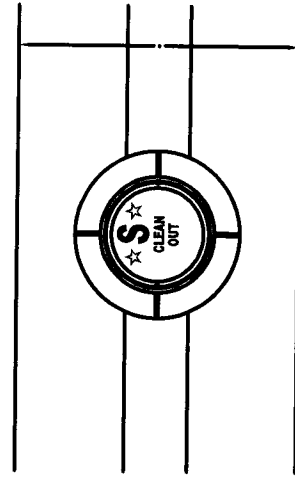


PROFILE

CONCRETE/ASPHALT LIMITS
VARY PER TRENCH WIDTH



LFCUG SANITARY SEWER CLEANOUT
FRAME & COVER



PLAN

NOTES:
SEWER PIPE FROM CUSTOMER TO CLEANOUT MUST BE IN
ACCORDANCE WITH STATE PLUMBING CODE AND LFCUG
ENG/DWQ MANUALS.

TWO-WAY CLEANOUT TEE IS TO BE INSTALLED BY THE
PLUMBER AND OR CONTRACTOR PRIOR TO CONNECTION
OF THE LATERAL TO PUBLIC SANITARY SEWER LINE.

CLEANOUT TO BE INSTALLED AT THE EDGE OF RIGHT
OF WAY OR EASEMENT.

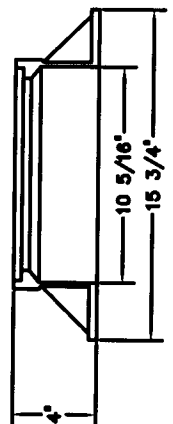
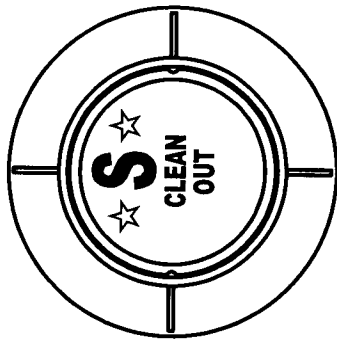
Addendum No. 2

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

HAZEN AND SAWYER
Environmental Engineers & Scientists

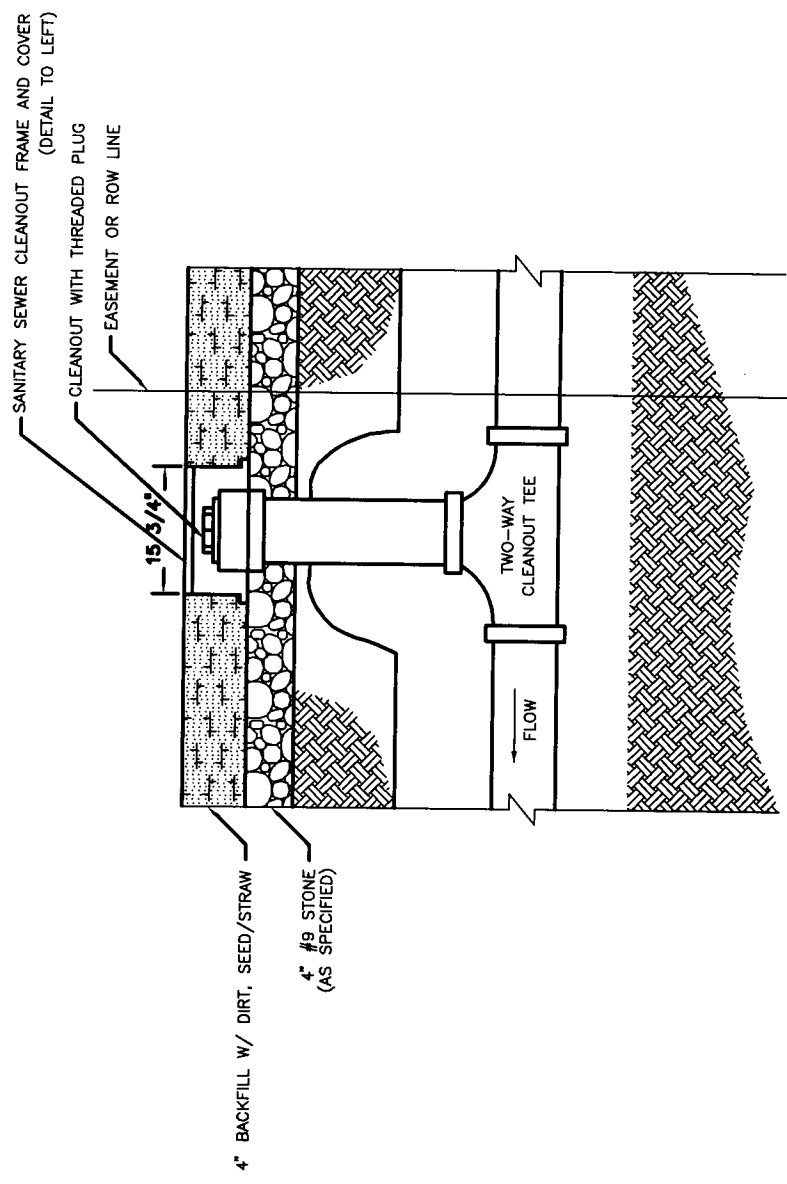
RIGHT-OF-WAY OR EASEMENT
LATERAL CLEANOUT
IN PAVED AREAS





LFCUG SANITARY SEWER CLEANOUT FRAME & COVER

NOTES:
 SEWER PIPE FROM CUSTOMER TO CLEANOUT MUST BE IN ACCORDANCE WITH STATE PLUMBING CODE AND LFCUG ENG/DWQ MANUALS.
 TWO-WAY CLEANOUT TEE IS TO BE INSTALLED BY THE PLUMBER AND OR CONTRACTOR PRIOR TO CONNECTION OF THE LATERAL TO PUBLIC SANITARY SEWER LINE.
 CLEANOUT TO BE INSTALLED AT THE EDGE OF RIGHT OF WAY OR EASEMENT.



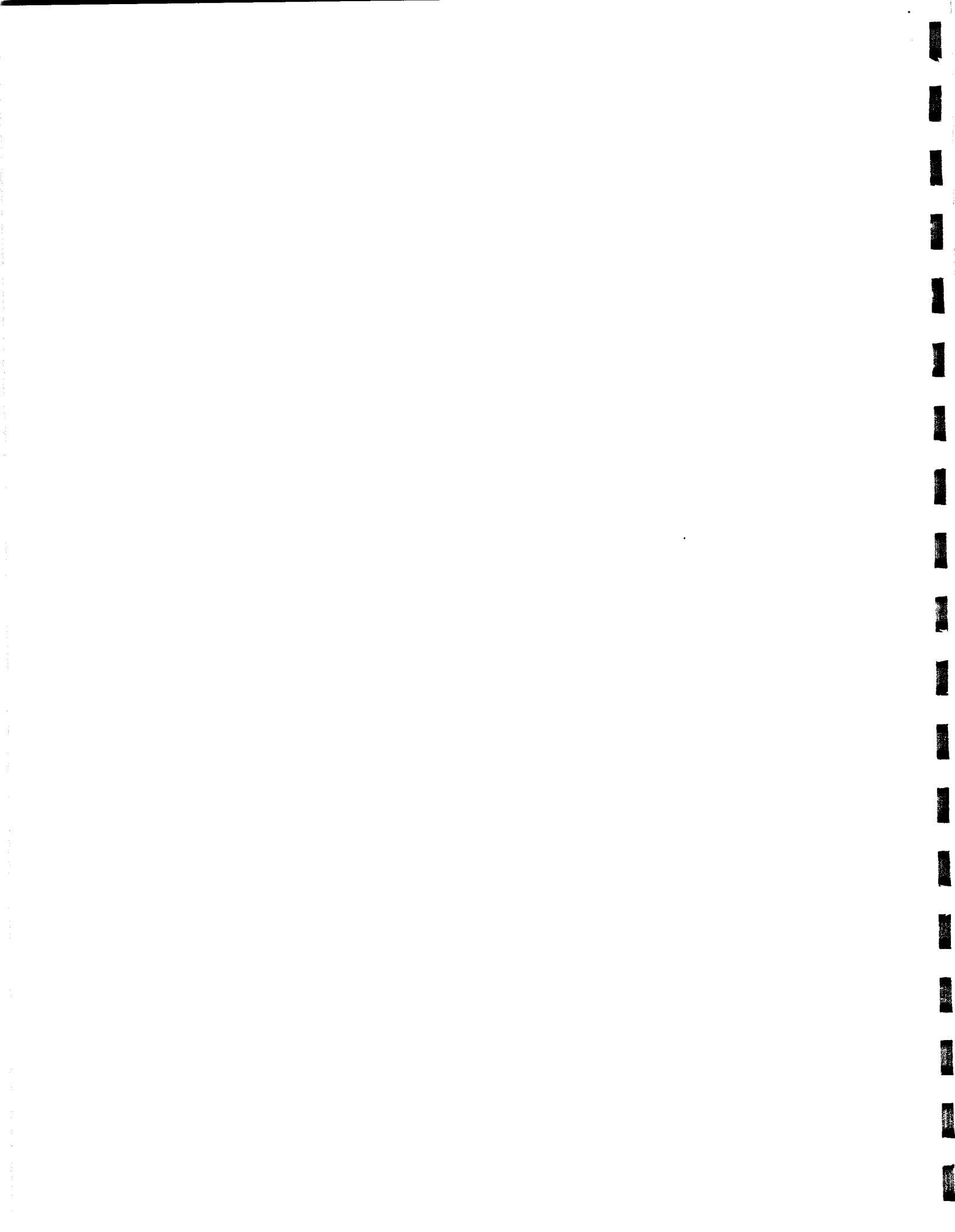
PROFILE

Addendum No. 2

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

RIGHT-OF-WAY OR EASEMENT
 LATERAL CLEANOUT
 IN NON-PAVED AREAS

HAZEN AND SAWYER
 Environmental Engineers & Scientists





Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

Bid Number: **#4-2015**

Date: February 25, 2015

Subject: Woodhill Trunk Sewer Replacement

Address inquiries to:
Brian Marcum
(859) 258-3320

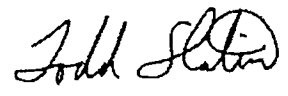
TO ALL PROSPECTIVE SUBMITTERS:

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

1. There will be a 6" D.I. water line and fire hydrant assembly installed (by others) prior to the installation of the proposed 27" Gravity Sewer which will be parallel to a section of proposed Gravity Sewer Line "B" as shown on the attached Exhibit.
2. The Bid Schedule has been revised as follows:
 - a. Bid items 17 and 18 have been revised to allow DIP gravity sewer pipe only.
 - b. The quantity for Bid item 80 has been increased from 430 CY to 1,000 CY.
 - c. **All bids must be submitted on the attached revised bid form to be considered a responsive bid.**
3. There will be a protocol and Notification of Bypass Pumping form required to be submitted by the Contractor. Protocol is shown here and the form is attached.

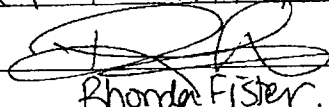
Bypass Pumping Protocol

Contractor shall identify the need/schedule to bypass pump in regular monthly progress meeting.



Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Free Contracting, Inc
ADDRESS: 11220 Old Frankfort Pike, Lex KY 40504
SIGNATURE OF BIDDER:  President
Rhonda Fister.

SECTION 00410 – BID FORM

Woodhill Trunk Sewer Replacement

Division of Water Quality
Lexington-Fayette Urban County Government

LFUCG Bid No. 4-2015

1.01 GENERAL

Place: Lexington, Kentucky

Date: 1/27/2015

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

This Bid Form Submitted by _____

(Name and Address of Bidder)

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

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

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

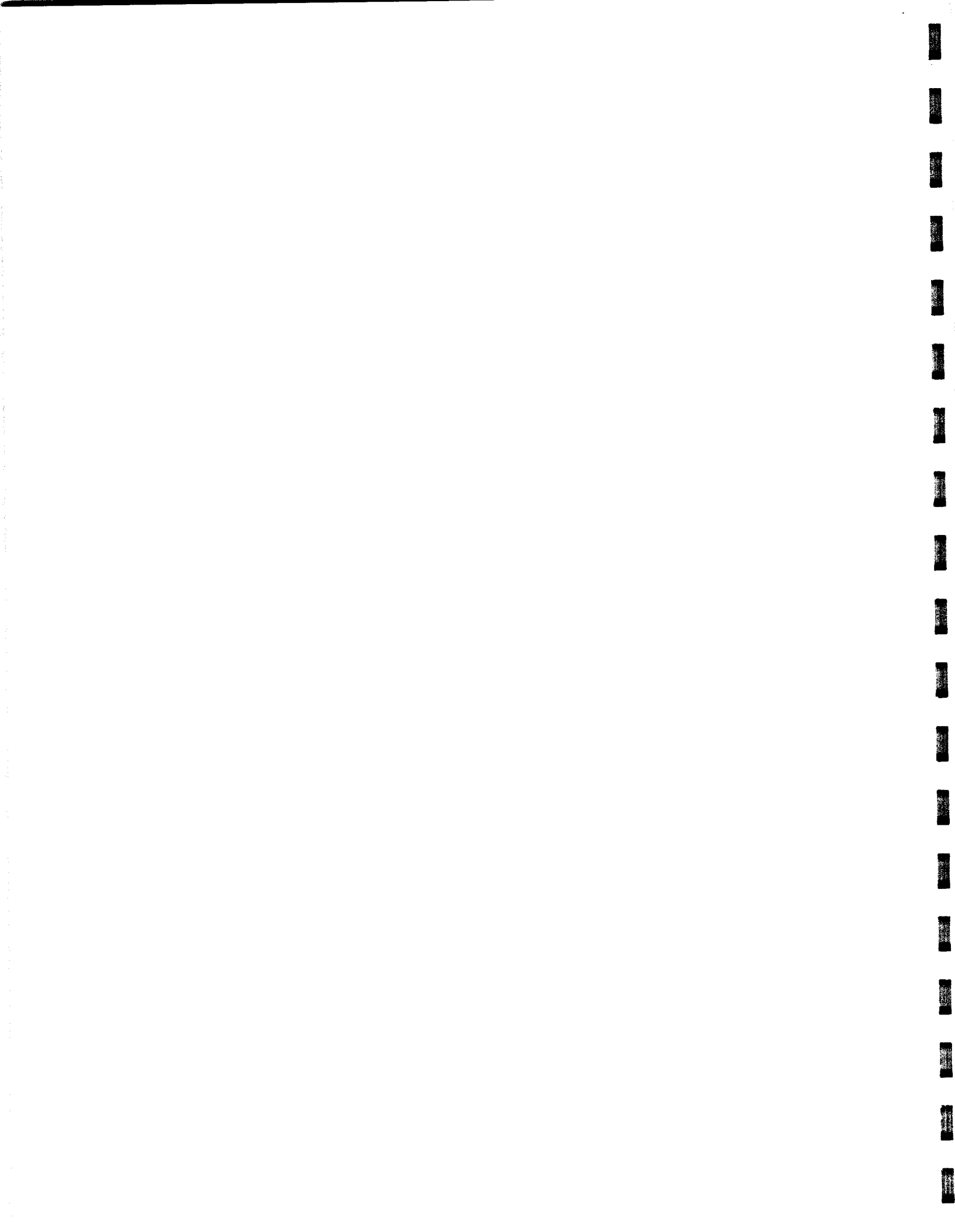
The Bidder, in compliance with your Advertisement for Bids for the Woodhill Trunk Sewer Replacement; Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions and any and all addendums surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the [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 Bid is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within [one hundred and eighty (180)] consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of [One Thousand Dollars and zero cents (\$ 1,000.00)] for each consecutive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. ____ Date _____; Addendum No. ____ Date _____
Addendum No. ____ Date _____; Addendum No. ____ Date _____
Addendum No. ____ Date _____; Addendum No. ____ Date _____
Addendum No. ____ Date _____; Addendum No. ____ Date _____

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



1.02 LEGAL STATUS OF BIDDER

Bidder _____

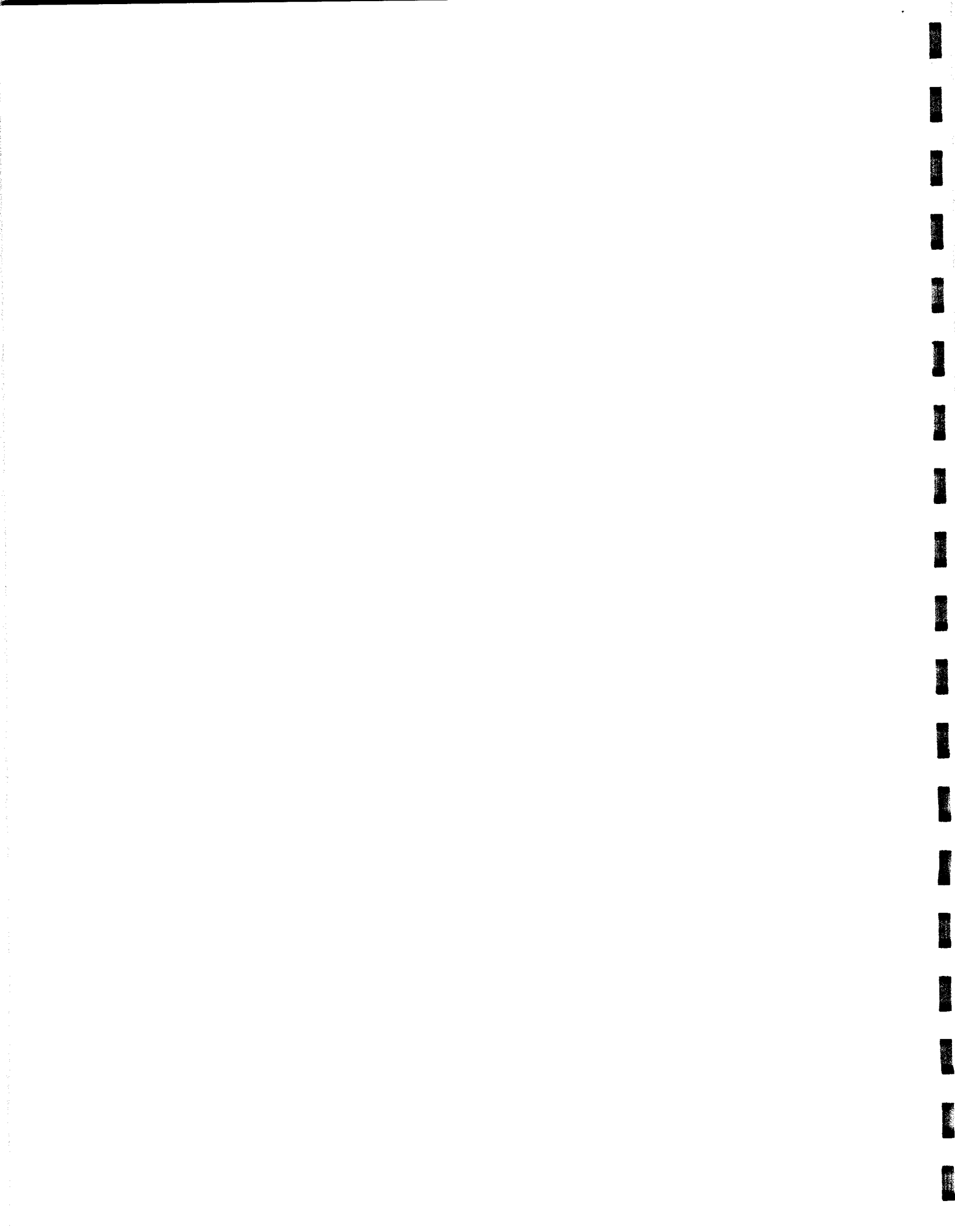
Date _____

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

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

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

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



1.03 BIDDERS AFFIDAVIT

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

- A. His/her name is _____ and he/she is the individual submitting the Bid or is the authorized representative of _____, the entity submitting the Bid (hereinafter referred to as "Bidder").
- B. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the Bid is submitted, prior to award of the Agreement and will maintain a "current" status in regard to those taxes and fees during the life of the Agreement.
- C. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the Agreement.
- D. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
- E. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of an Agreement to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
- F. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
- G. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Affiant Signature

STATE OF _____

COUNTY OF _____

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

_____ on this the _____ day of _____, 20____.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE



1.04 BID SCHEDULE

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

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

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

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

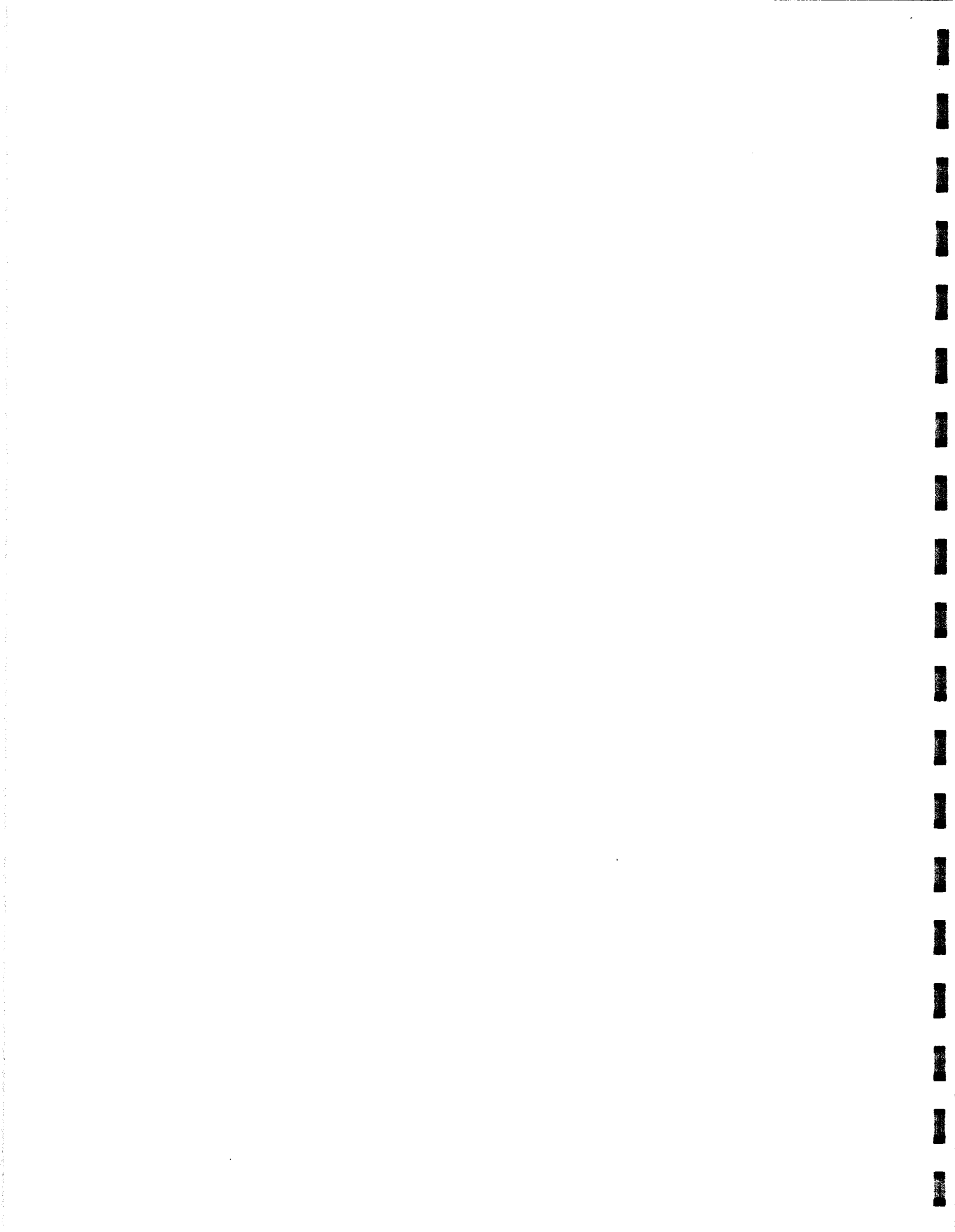
For a lump sum based bid, the item total is the bid amount the Owner uses for bid comparison.

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

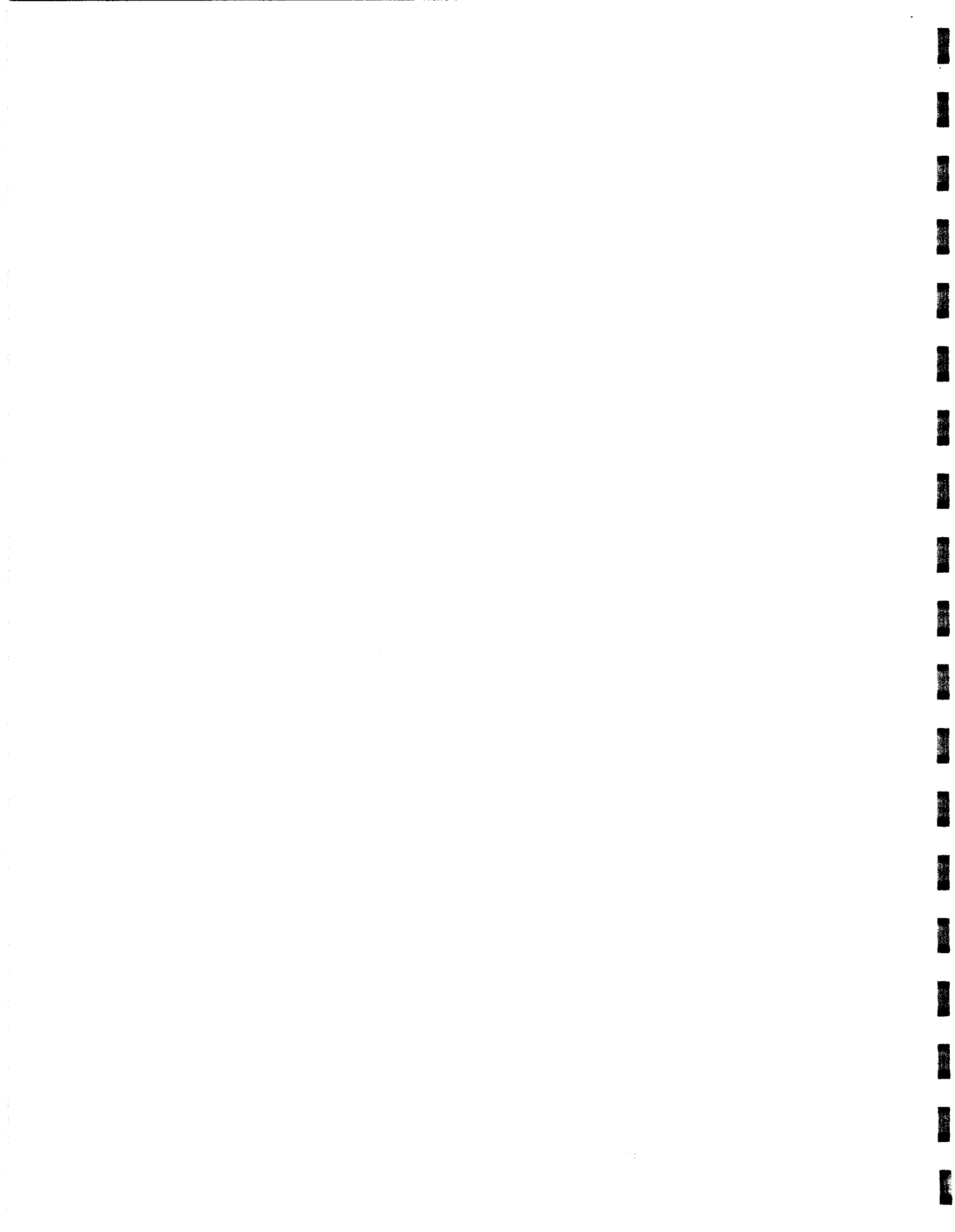
The Owner's decision on the bid amount is final.

SCHEDULE A – ALL WORK EXCLUDING ROCK REMOVAL

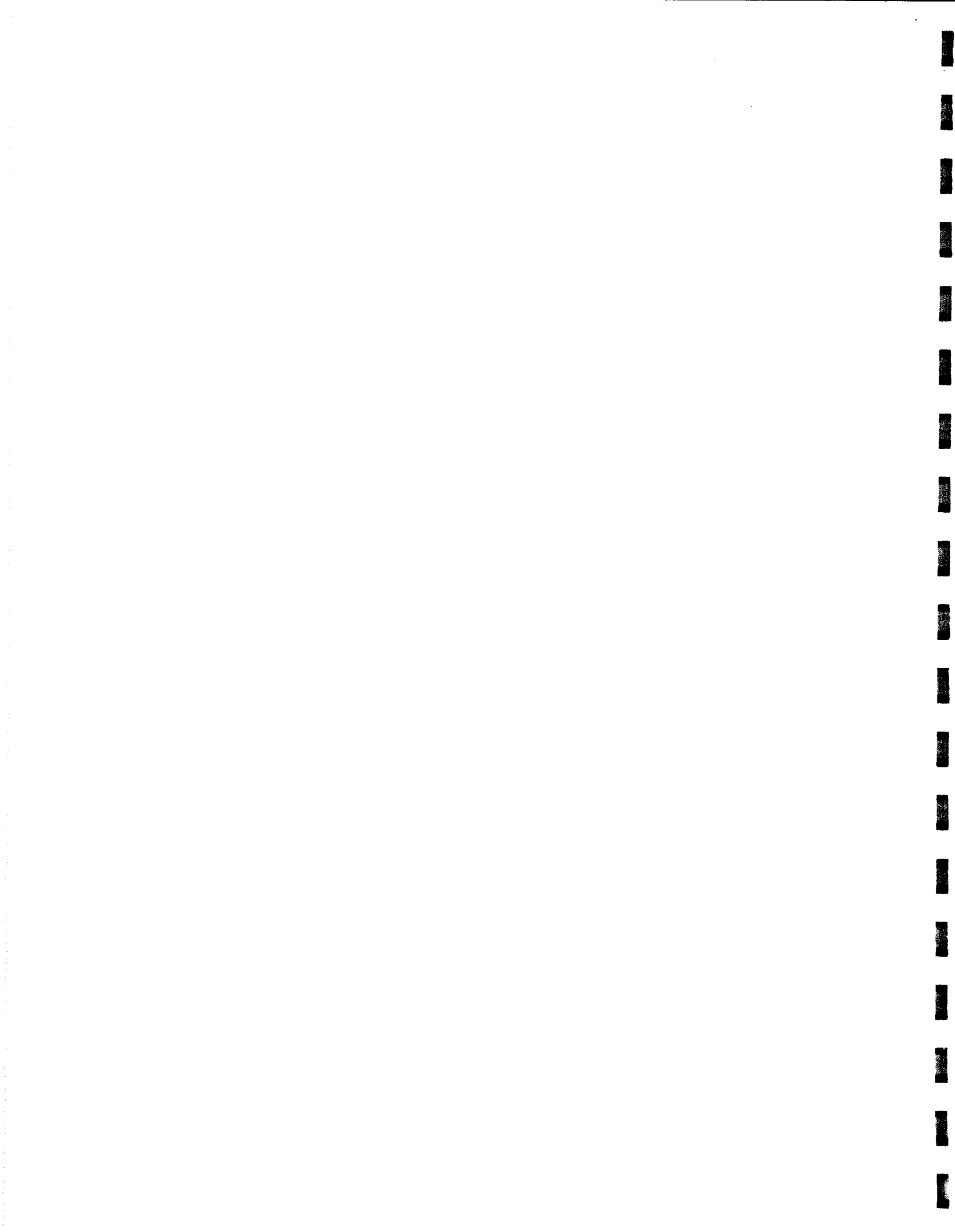
Item	Description	Qty	Unit	Unit Price	Item Price
1	Mobilization	1	LS	\$	\$
2	Bonds and Insurance	1	LS	\$	\$
3	General Requirements	1	LS	\$	\$
4	Demobilization	1	LS	\$	\$
5	Erosion and Sediment Control and Conformance with SWPPP	1	LS	\$	\$
6	6-inch Gravity Sewer Lateral (PVC) (All Depths)	300	LF	\$	\$
7	8-inch Gravity Sewer Pipe, PVC (SDR 35), 6.1'-10' depth	70	LF	\$	\$
8	10-inch Gravity Sewer Pipe, PVC (SDR 35), 6.1'-10' depth	10	LF	\$	\$
9	12-inch Gravity Sewer Pipe (DIP, RCP, PVC), 10.1'-14' depth	15	LF	\$	\$
10	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	10	LF	\$	\$
11	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	60	LF	\$	\$
12	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), greater than 14' depth	135	LF	\$	\$
13	21-inch Gravity Sewer Pipe (Uni-Flange Series 1300-P Restraint) (All Depths)	245	LF	\$	\$
14	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 0-6' depth	20	LF	\$	\$
15	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 6.1'-10' depth	350	LF	\$	\$



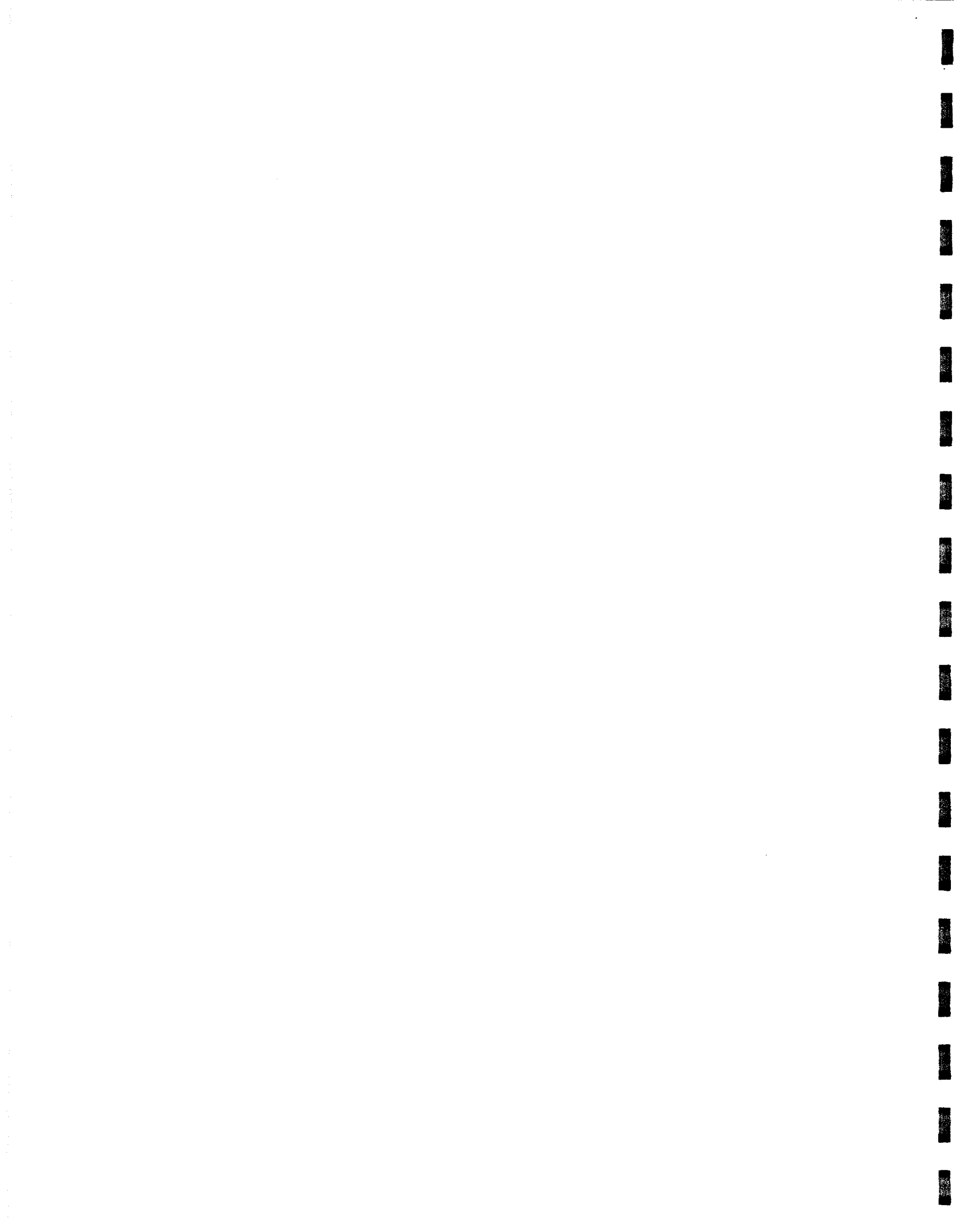
16	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 10.1'-14' depth	225	LF	\$	\$
17	24-inch Gravity Sewer Pipe (DIP), installed outside of Richmond Rd. Pavement, 6.1'-10' depth	100	LF	\$	\$
18	24-inch Gravity Sewer Pipe (DIP), installed outside of Richmond Rd. Pavement, 10.1'-14' depth	35	LF	\$	\$
19	24-inch Gravity Sewer Pipe (DIP), installed in Richmond Road Pavement, 6.1'-10' depth	490	LF	\$	\$
20	24-inch Gravity Sewer Pipe (DIP), installed in Richmond Road Pavement, 10.1'-14' depth	90	LF	\$	\$
21	27-inch Gravity Sewer Pipe (FRP, RCP, PVC), 6.1'-10' depth	985	LF	\$	\$
22	27-inch Gravity Sewer Pipe (Uni-Flange Series 1300-P Restraint) (All Depths)	240	LF	\$	\$
23	30-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	295	LF	\$	\$
24	30-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	810	LF	\$	\$
25	30-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), greater than 14' depth	290	LF	\$	\$
26	36-inch Steel Encasement Pipe, Bore & Jack	230	LF	\$	\$
27	42-inch Steel Encasement Pipe, Bore & Jack	230	LF	\$	\$
28	Connect existing 4-inch sewer to manhole	2	EA	\$	\$
29	Connect existing 6-inch sewer to manhole	2	EA	\$	\$
30	Connect existing 8-inch sewer to manhole	3	EA	\$	\$
31	Connect existing 10-inch sewer to manhole	1	EA	\$	\$
32	Connect existing 12-inch sewer to manhole	2	EA	\$	\$
33	Connect existing 15-inch sewer to manhole	1	EA	\$	\$
34	Connect existing 18-inch sewer to manhole	1	EA	\$	\$
35	Connect existing 24-inch DI sewer to manhole	3	EA	\$	\$
36	Install 6-Inch Cleanout	1	EA	\$	\$
37	Partially demolish and fill manhole (in Pavement)	16	EA	\$	\$
38	Partially demolish and fill manhole (outside Pavement)	12	EA	\$	\$
39	Shallow Manhole, 4-foot diameter (depth < 5.0 ft.)	1	EA	\$	\$
40	Standard Manhole, 4-foot diameter (depth 5.1 to 6.0 ft.)	8	EA	\$	\$
41	Standard Manhole, 5-foot diameter (depth to 6.0 ft.)	11	EA	\$	\$
42	Standard Manhole, 6-foot diameter (depth to 6.0 ft.)	2	EA	\$	\$
43	Standard Manhole, 8-foot diameter (depth to 6.0 ft.)	1	EA	\$	\$
44	Replace Exist. Shallow Manhole, 4 ft. diameter (depth < 5.0 ft.) (Open Cut Line)	1	EA	\$	\$
45	Replace Exist Manhole, 4 ft. diameter (depth 5.1 to 6.0 ft.) (Open Cut Line)	2	EA	\$	\$



46	Replace Exist. Manhole, 6 ft. diameter (depth to 6.0 ft.) (Open Cut Line)	2	EA	\$	\$
47	Manhole Barrel Extensions, 4 ft. diameter	44	VF	\$	\$
48	Manhole Barrel Extensions, 5 ft. diameter	58	VF	\$	\$
49	Manhole Barrel Extensions, 6 ft. diameter	17	VF	\$	\$
50	Manhole Barrel Extensions, 8 ft. diameter	4	VF	\$	\$
51	Manhole Exterior Drop Connection (8"-10")	4	EA	\$	\$
52	Manhole exterior Drop Connection (12"-21")	1	EA	\$	\$
53	Manhole Diaphragm, Manhole Anti-Flotation Collar, & Watertight Cover	3	EA	\$	\$
54	Cut and Cap existing 8-inch sewer	3	EA	\$	\$
55	Cut and Cap existing 10-inch sewer	1	EA	\$	\$
56	Cut and Cap existing 12-inch sewer	1	EA	\$	\$
57	Cut and Cap existing 15-inch sewer	1	EA	\$	\$
58	Cut and Cap existing 18-inch sewer	1	EA	\$	\$
59	Cut and Cap existing 24-inch sewer	1	EA	\$	\$
60	Cap new 24-inch sewer	2	EA	\$	\$
61	Cap new 27-inch sewer	2	EA	\$	\$
62	Video inspection of new sewer pipe	5,122	LF	\$	\$
63	Tree Removal, > 12-inch diameter	2	EA	\$	\$
64	Bituminous Pavement Surface Replacement (with Concrete or Bituminous Base)	1,280	SY	\$	\$
65	Dense Graded Aggregate (DGA) Replacement (6" depth)	10	SY	\$	\$
66	Roadway and Parking Lot Striping	2300	LF	\$	\$
67	Roadway Stop Bar	42	LF	\$	\$
68	Roadway Directional Arrow	4	EA	\$	\$
69	Cross Walk Striping	10	LF	\$	\$
70	Bicycle Lane Symbol	2	EA	\$	\$
71	Seeding, Temporary, as directed by Engineer	7050	SY	\$	\$
72	Seeding, Permanent	7050	SY	\$	\$
73	Concrete Curb Replacement	120	LF	\$	\$
74	Concrete Sidewalk Replacement	8	SY	\$	\$
75	Concrete Handicap Ramp Replacement	2	EA	\$	\$
76	Dense Graded Aggregate – DGA, Extra as directed by Engineer	10	Ton	\$	\$
77	No. 9 Crushed Stone, Extra as directed by Engineer	10	Ton	\$	\$
78	No. 57 Crushed Stone, Extra as directed by Engineer	10	Ton	\$	\$
79	No. 2 Crushed Stone, Extra as directed by Engineer	10	Ton	\$	\$
80	Flowable (Controlled Density) Fill (Richmond Road)	1000	CY	\$	\$



81	Milling and Resurfacing (Richmond Road)	1	LS	\$	\$
82	Temporary Pavement (Richmond Road)	160	TON	\$	\$
83	Bypass Pumping Setup, < 12-inch Sewer Line	6	EA	\$	\$
84	Bypass Pumping Setup, ≥ 12-inch to < 15-inch Sewer Line	4	EA	\$	\$
85	Bypass Pumping Setup, ≥ 15-inch to <18-inch Sewer Line	3	EA	\$	\$
86	Bypass Pumping Setup, ≥18-inch to <24-inch Sewer Line	2	EA	\$	\$
87	Bypass Pumping Setup, ≥ 24-inch to 36-inch Sewer Line	2	EA	\$	\$
88	Bypass Pumping, < 12-inch Sewer Line	200	HR	\$	\$
89	Bypass Pumping, ≥12-inch to < 15-inch Sewer Line	300	HR	\$	\$
90	Bypass Pumping, ≥ 15-inch to < 18-inch Sewer Line	600	HR	\$	\$
91	Bypass Pumping, ≥ 18-inch to < 24-inch Sewer Line	500	HR	\$	\$
92	Bypass Pumping, ≥ 24-inch to 36-inch Sewer Line	250	HR	\$	\$
93	Remove 15" DIP from Exist. 6'x10' Box Culvert and Fill with Non-Shrink Grout (See Plan Sheet 4)	1	LS	\$	\$
94	Existing Fence Removal and Replacement on KY American Water Company Property	530	LF	\$	\$
95	Maintenance of Traffic	1	LS	\$	\$
96	Combination Vacuum/Hydraulic Jet/Hydro Excavator, extra as directed by Engineer	10	HR	\$	\$
97	Backhoe/Extend-a-hoe, extra as directed by Engineer	10	HR	\$	\$
98	Hoe Ram, extra as directed by Engineer	10	HR	\$	\$
99	Dump Truck, Single Axle, extra as directed by Engineer	10	HR	\$	\$
100	Dump Truck, Tandem or Tri-Axle, extra as directed by Engineer	10	HR	\$	\$
101	Large Track Hoe, CAT 311 or Equivalent, extra as directed by Engineer	10	HR	\$	\$
102	Small Track Hoe, CAT 301.6C or Equivalent, extra as directed by Engineer	10	HR	\$	\$
103	Skid-Steer Loader, extra as directed by Engineer	10	HR	\$	\$
104	Roller/Compactor, extra as directed by Engineer	10	HR	\$	\$
105	Traffic Maintenance – Type 1 (Flagger), extra as directed by Engineer	10	HR	\$	\$
106	Electronic Arrow Board, extra as directed by Engineer	10	HR	\$	\$
107	Electronic Message Board, extra as directed by Engineer	10	WK	\$	\$
Schedule A (Items 1 thru 107), all work excluding Rock Removal and Special Restoration				\$	\$



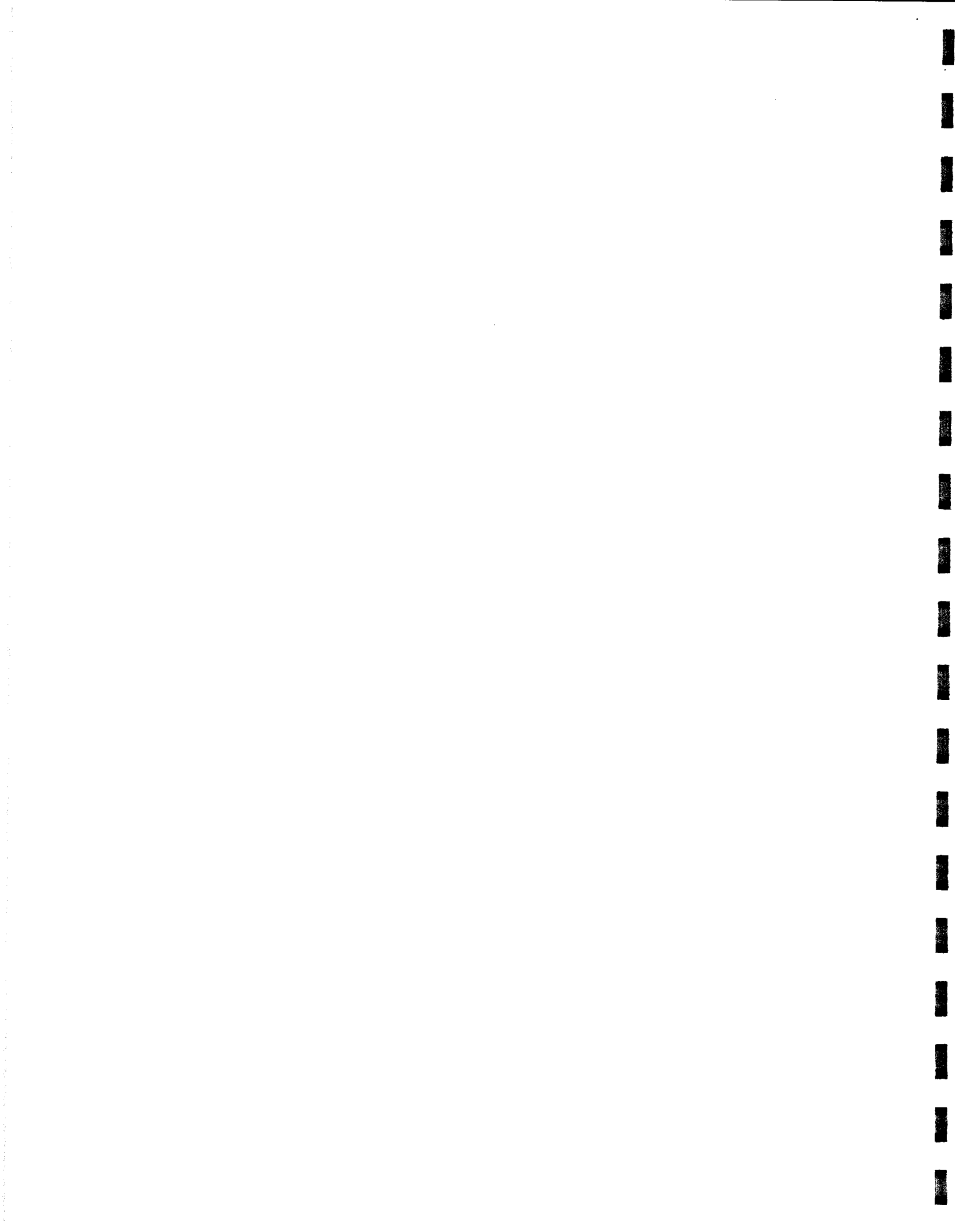
Schedule B1 & B2 are for the same work from STA. 10+36 to STA. 17+71 on Line "C" as shown on the Plans. Schedule B1 shows line items for replacing the existing sanitary sewer using "Pipe Bursting" method of construction. Schedule B2 shows line items for replacing the existing sanitary sewer by "Dig and Replace" method. Power pole stabilization and guy wire replacement required for either schedule shall be included in the unit price for sewer line. Damage to storm pipes and/or structures shall be repaired at no additional cost unless listed in the Bid Schedule and only the quantities listed. All cost for storm sewer pipe and structure repair or replacement other than what is listed shall be included in unit prices of other items. Contractor shall select method of construction by filling out either Schedule B1 or B2. **DO NOT COMPLETE BOTH SCHEDULE B-1 AND B-2, ONLY THE METHOD TO BE INCLUDED IN THE TOTAL BID AMOUNT.**

SCHEDULE B1 – LINE C, STA. 10+36 to STA. 17+71 (PIPE BURST)

Item	Description	QTY	Unit	Unit Price	Item Price
B1.1	14-Inch Fusible PVC, by Pipe Burst	715	LF	\$	\$
B1.2	Connect Existing 6-Inch Sewer to Manhole	3	EA	\$	\$
B1.3	Connect Existing 8-Inch Sewer to Manhole	6	EA	\$	\$
B1.4	Connect Existing 12-Inch Sewer to Manhole	1	EA	\$	\$
B1.5	Replace Exist. Manhole, 4-foot Diameter (Depth to 6.0 ft.)(Pipe Burst Line)	4	EA	\$	\$
B1.6	Replace Exist. Manhole, 4-foot Diameter with 5-foot Diameter Interior Drop Manhole (Depth to 14.0 ft.)(Pipe Burst Line)	3	EA	\$	\$
B1.7	Manhole Barrel Extensions, 4 ft. Diameter	21	VF	\$	\$
B1.8	Cleanout, on 4" or 6" Service Lateral to Pipe Burst Line (In Pavement)	5	EA	\$	\$
B1.9	Reconnect Exist. Service Lateral to Pipe Burst Line (In Pavement)	2	EA	\$	\$
B1.10	Video Inspection of New Sewer Pipe	715	LF	\$	\$
B1.11	Bituminous Pavement Surface Replacement	2,500	SY	\$	\$
B1.12	Maintenance of Traffic	1	LS	\$	\$
Schedule B1, STA. 10+36 to STA. 17+71 (PIPE BURST)				\$	

SCHEDULE B2 – LINE "C", STA. 10+36 to STA. 17+71 (OPEN CUT)

Item	Description	QTY	Unit	Unit Price	Item Price
B2.1	15-Inch (RCP, PVC) or 14-Inch (DIP, FRP) Gravity Sewer Pipe, 10.1'-14' depth	535	LF	\$	\$
B2.2	15-Inch (RCP, PVC) or 14-Inch (DIP, FRP) Gravity Sewer Pipe, greater than 14' depth	180	LF	\$	\$
B2.3	Connect Existing 6-Inch Sewer to Manhole	3	EA	\$	\$
B2.4	Connect Existing 8-Inch Sewer to Manhole	6	EA	\$	\$
B2.5	Connect Existing 12-Inch Sewer to Manhole	1	EA	\$	\$
B2.6	Replace Exist. Manhole, 4-foot Diameter (Depth to 6.0 ft.)(Open Cut)	4	EA	\$	\$



B2.7	Replace Exist. Manhole, 4-foot Diameter with 5-foot Diameter Interior Drop Manhole (Depth to 14.0 ft.)(Open Cut)	3	EA	\$	\$
B2.8	Manhole Barrel Extensions, 4 ft. Diameter	21	VF	\$	\$
B2.9	Cleanout, on 4" or 6" Service Lateral (In Pavement)	5	EA	\$	\$
B2.10	Reconnect Exist. Service Lateral	2	EA	\$	\$
B2.11	Video Inspection of New Sewer Pipe	715	LF	\$	\$
B2.12	Bituminous Pavement Surface Replacement	2,850	SY	\$	\$
B2.13	Maintenance of Traffic	1	LS	\$	\$
B2.14	Roadway and Parking Lot Striping	100	LF	\$	\$
B2.15	Concrete Curb Replacement	50	LF	\$	\$
B2.16	Concrete Sidewalk Replacement	90	SY	\$	\$
B2.17	36" Equiv. Elliptical RCP Storm Sewer	150	LF	\$	\$
B2.18	Remove & Replace 4' x 4' Catch Basin, 0-6' depth	1	EA	\$	\$
B2.19	Remove & Replace 4' diameter storm water MH, 0-8' depth	1	EA	\$	\$
B2.20	Brick Pillar Replacement @ Ashford Place	1	EA	\$	\$
B2.21	Landscape Restoration	1	LS	\$	\$
Schedule B2, STA. 10+36 to STA. 17+71 (OPEN CUT)				\$	

The Contract Documents state that blasting is not permitted. However, LFUCG has made the determination that blasting is an acceptable method for rock removal on this project.

The lowest total bid amount with rock removal by mechanical methods or blasting methods will be the basis for each Bidder's Bid Amount utilized in the award of the Contract.

SCHEDULE C – ROCK REMOVAL

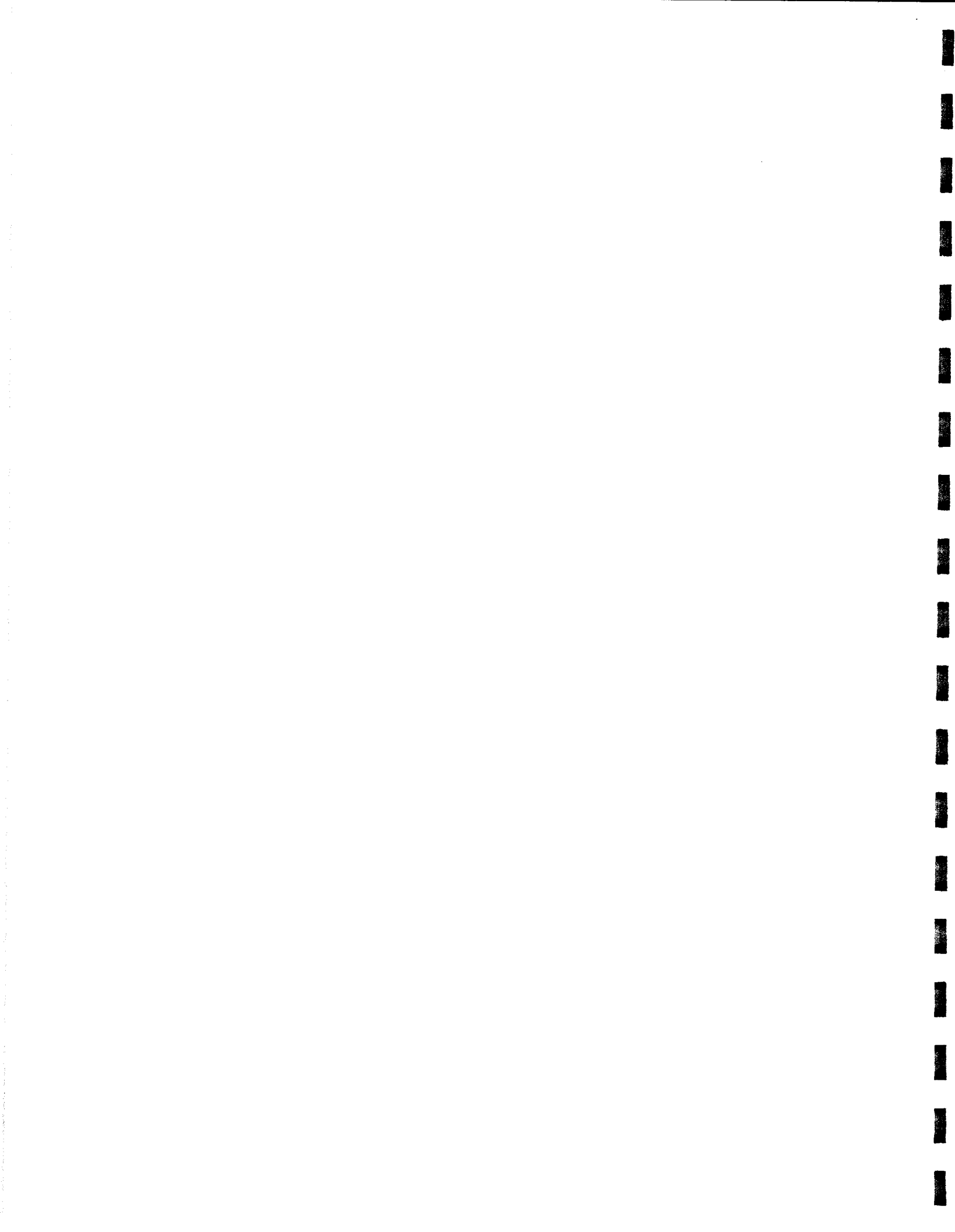
Item	Description	QTY	Unit	Unit Price	Item Price
C1	Rock Removal by Mechanical or Blasting Methods	3,100	CY	\$	\$
Schedule C, Rock Removal				\$	

SCHEDULE D – SPECIAL RESTORATION (See Section 00880 – Special Restoration Provisions)

Item	Description	QTY	Unit	Unit Price	Item Price
D1	Rob Prop, LLC, 651 Perimeter Drive	LS	1	\$	\$
Schedule D, Special Restoration				\$	

TOTAL BID AMOUNT (sum of Schedule A, Schedule B1 or B2, Schedule C, and Schedule D):

_____ Dollars (\$ _____)



If rock removal by blasting methods is involved in the Agreement (Contract), blasting must comply with Federal, State, and Local Regulations and National Codes on the purchase, transportation, storage, and use of explosive material. Codes include, but are not limited to the following:

1. Storage, security, and accountability: Bureau of Alcohol, Tobacco, and Firearms (BATF): 27 CFR Part 181.
2. Shipment: DOT, 49 CFR Parts 171-179, 390-397.
3. Safety and Health: OSHA 29 CFR Part 1926, Subpart U.
4. Transportation and Storage: NFPA 495, Chapters 3 through 6.
5. Kentucky Department of Mines and Minerals code for explosive disintegration of rock.

The Contractor must complete the following before explosives are brought to site:

1. Obtain all required permits from authorities having jurisdiction, with copies to Owner.
2. Obtain Blasting and Liability insurance in accordance with Kentucky Department of Highway requirements. A copy of the Declaration of Insurance shall be provided to the Owner.
3. Complete preblast survey with signed copy to Owner.

Preblast survey shall be completed to document the existing conditions of structures or utilities within 500 feet of the blast or that could be at risk from blasting damage. At least thirty (30) days before initiation of blasting, the Contractor shall notify, in writing, all residents or owners of dwellings or other structures located within one-half (1/2) mile of the blasting area advising that they may request a preblast survey. Contractor to maintain records of notifications and responses to be submitted to the Engineer. A preblast survey is required for all residents or owners within one-half mile that request one. Such documentation is to be of such quality to determine whether blasting operations damaged structures. Preblast survey shall utilize video, still images and report forms to document each structure. Video with audible description of observations shall be used to observe general conditions of each structure and to note specific damage that exists to structure prior to blasting. Still images shall be utilized to supplement video as needed to document specific conditions of each structure. Report form shall document date of survey, and who was present during survey. Forms shall also be utilized to supplement video as to the conditions of structures. Existing damage such as cracked foundations, brick facade, and etc. shall have reference object such as a scale in image or video. Audio commentary of cracked foundations, brick facades, etc. shall denote width of cracks. The Contractor shall submit three copies of video, still images, and pdf copies of report forms on CD's.

Respectfully Submitted,

FIRM: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

DATE: _____

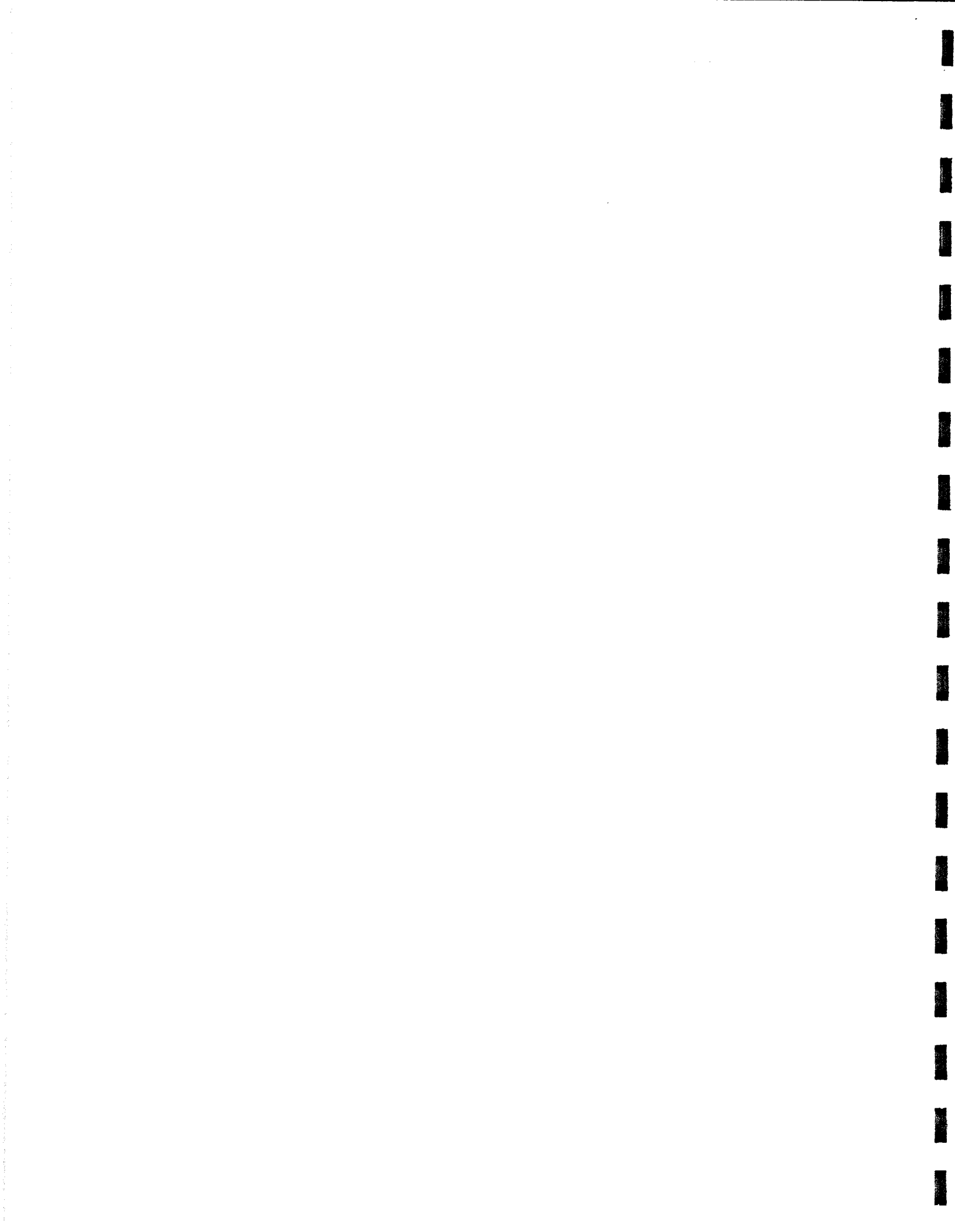
BY: _____

(must be original signature)

TITLE: _____

PHONE: _____ FAX: _____

(area code, number & extension)

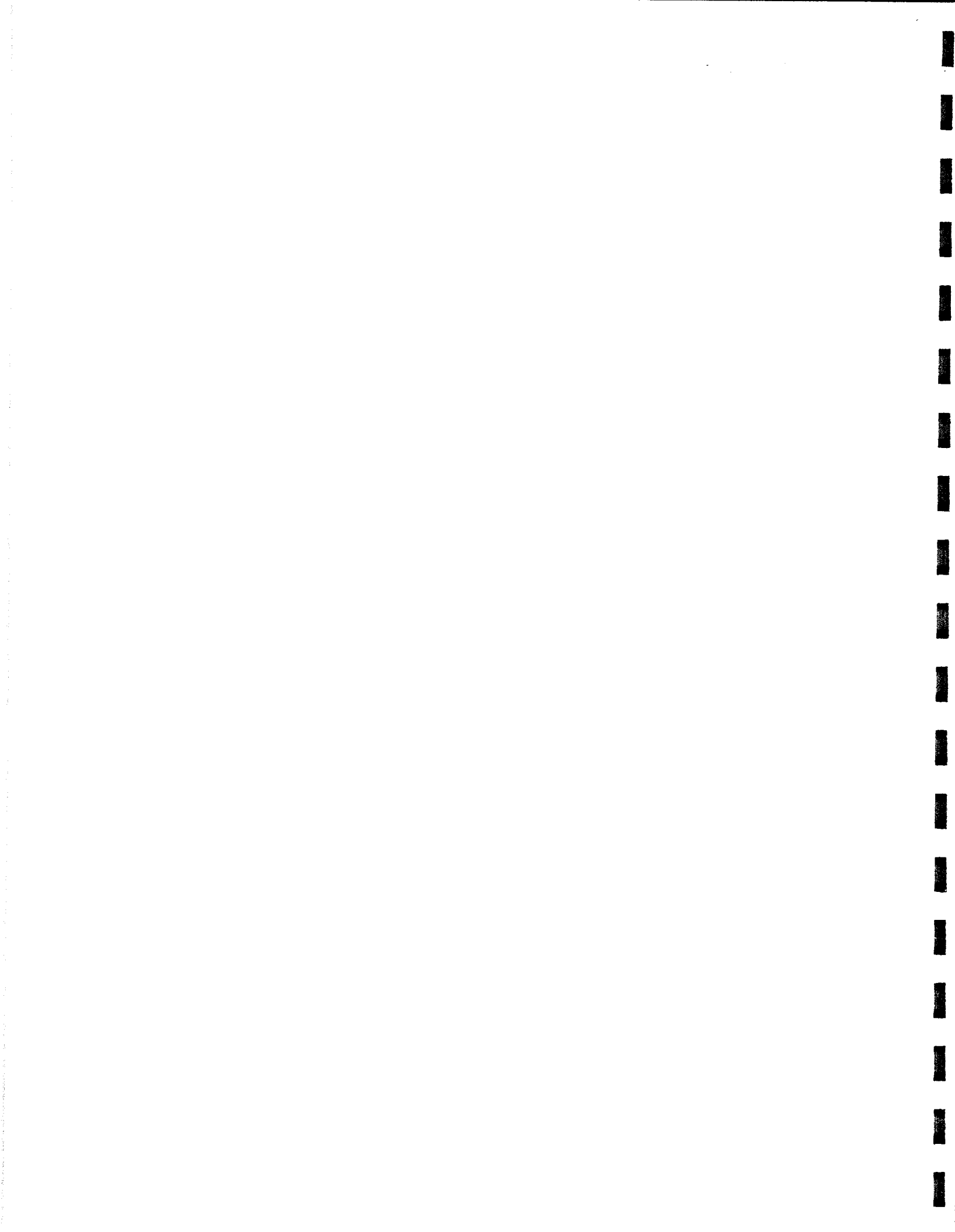


EMAIL ADDRESS: _____

OFFICIAL ADDRESS AND PHONE:

_____ (Seal if Bid is by Corporation)

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



1.05 STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of Bidder: _____
- B. Permanent Place of Business: _____
- C. When Organized: _____
- D. Where Incorporated: _____
- E. Financial Condition:

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

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

_____ (Surety)

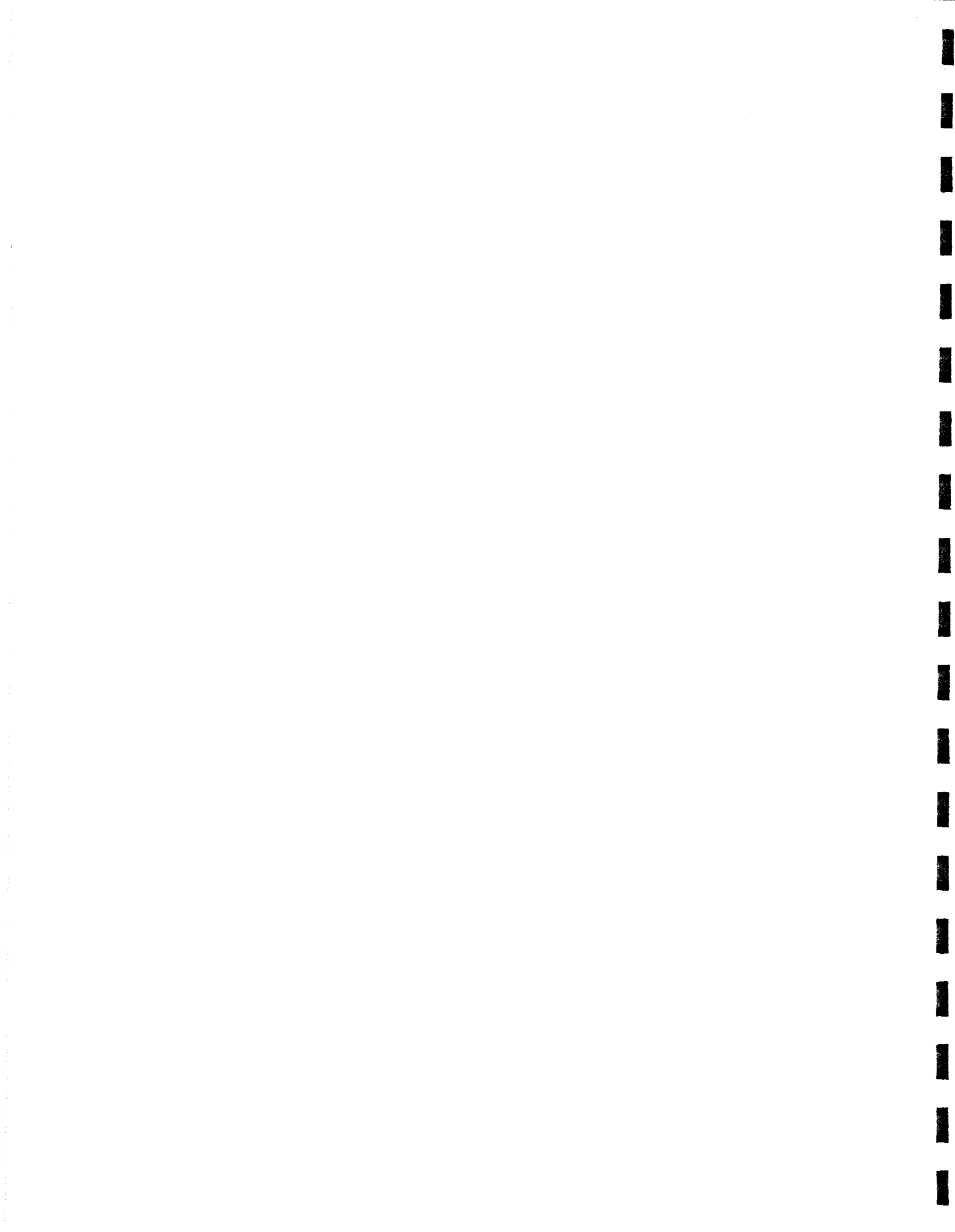
Signed: _____ (Representative of Surety)

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



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

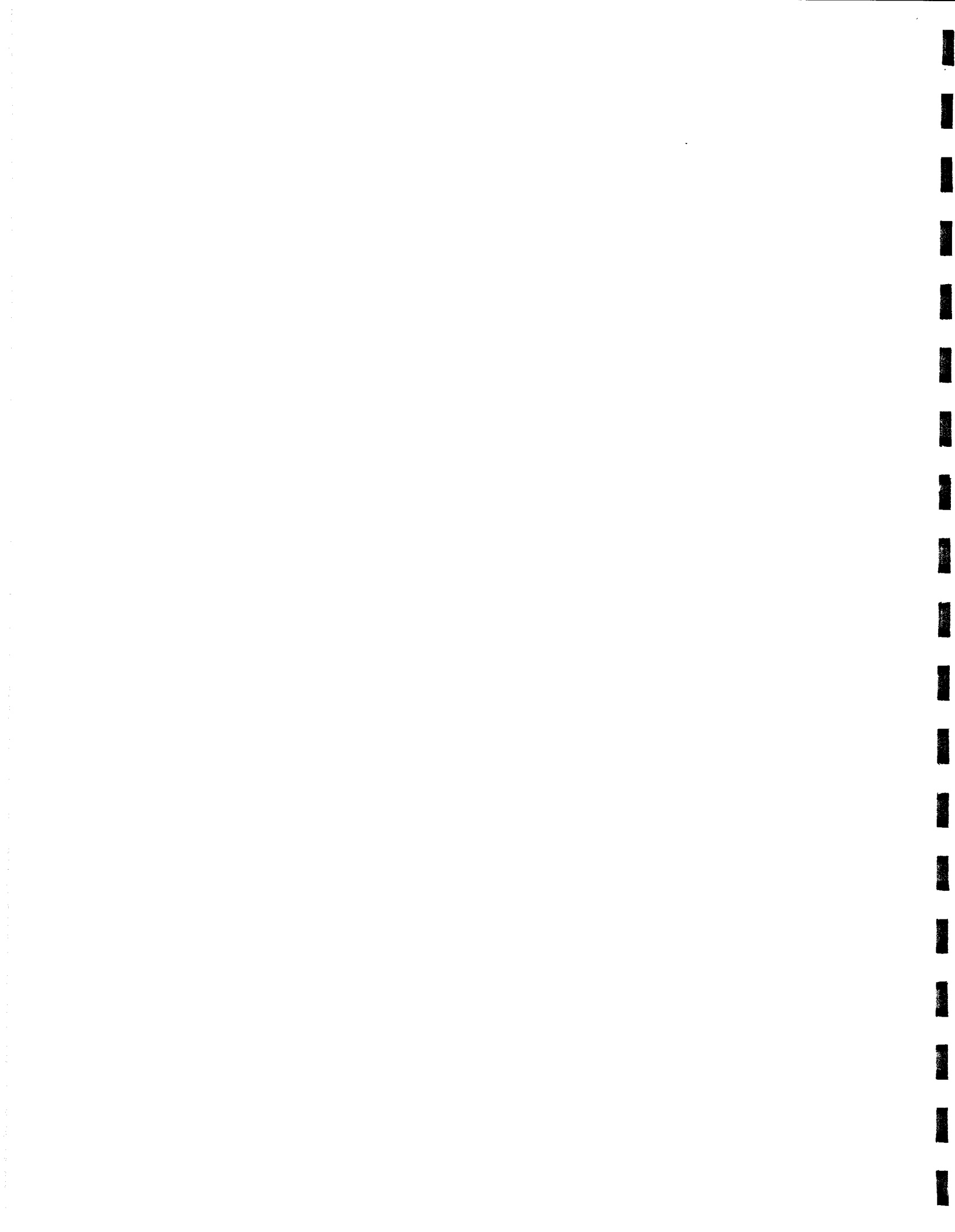
<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

J. MWDBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>MWDBE</u>	<u>% of WORK</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

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

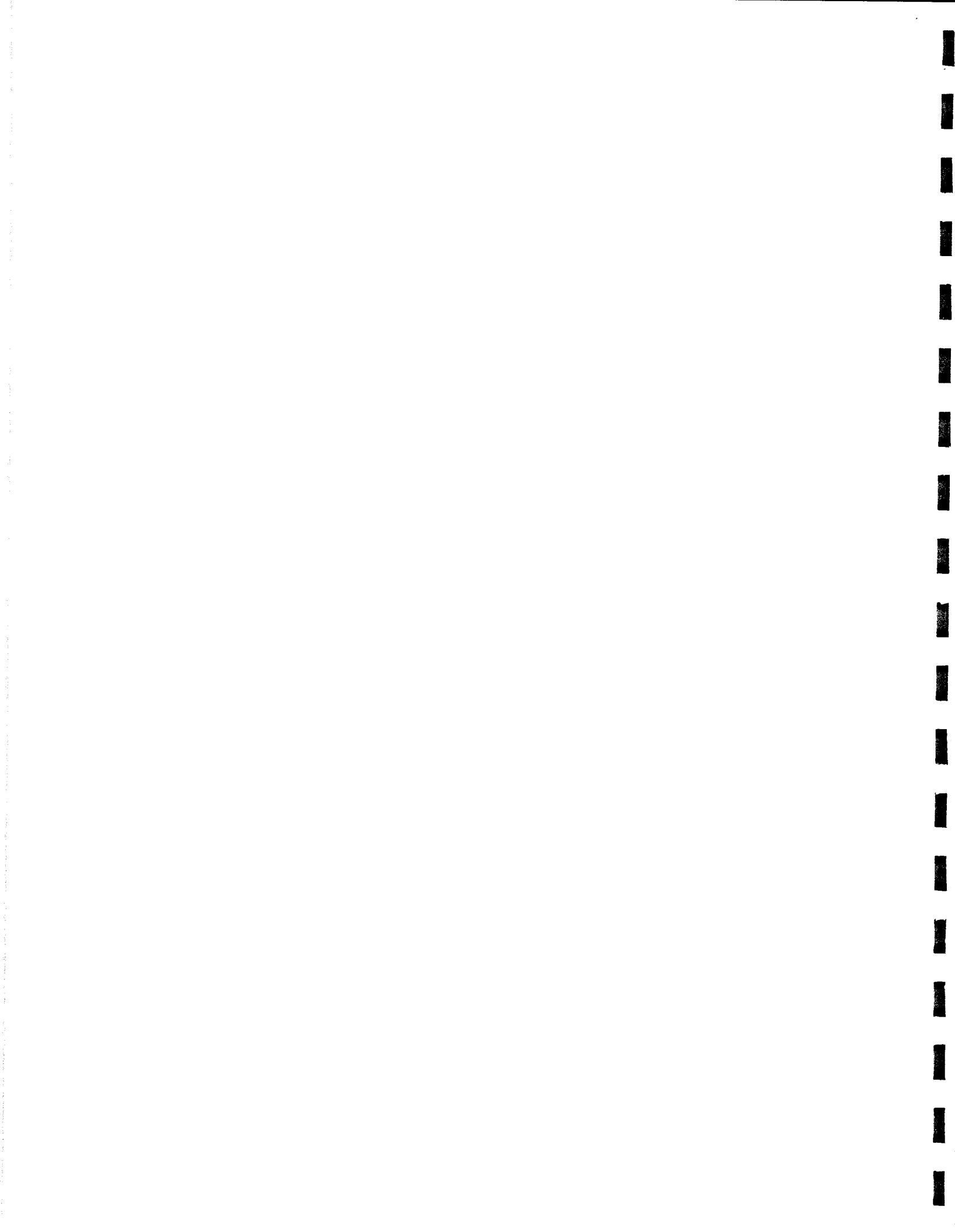


1.06 LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK**</u> (List each major item)	<u>SUBCONTRACTOR</u>	<u>MWDBE (yes/no)</u>	<u>% of WORK</u>
1. _____	Name: _____ Address: _____ _____	_____	_____
2. _____	Name: _____ Address: _____ _____	_____	_____
3. _____	Name: _____ Address: _____ _____	_____	_____
4. _____	Name: _____ Address: _____ _____	_____	_____
5. _____	Name: _____ Address: _____ _____	_____	_____
6. _____	Name: _____ Address: _____ _____	_____	_____

** Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.

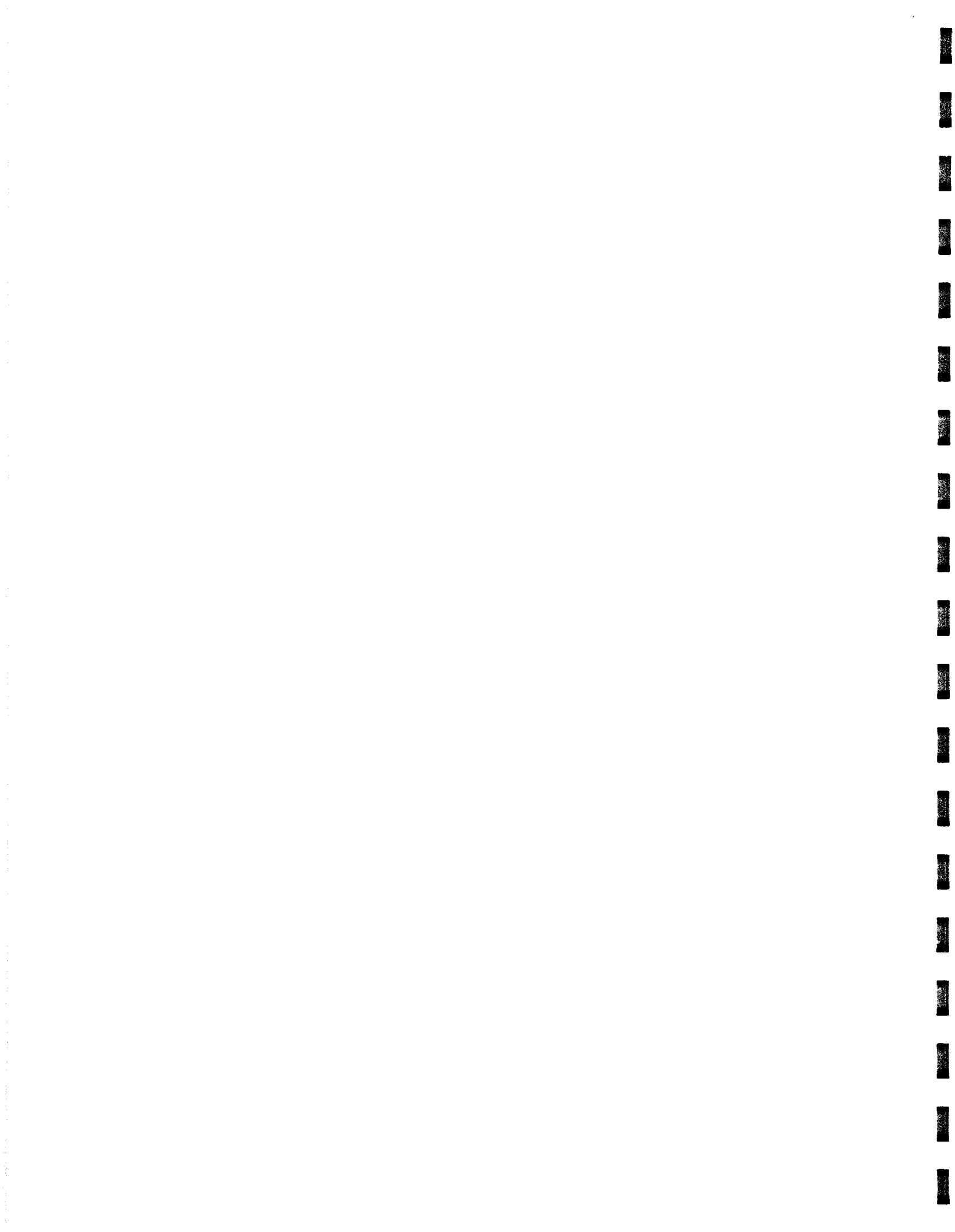


1.07 AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

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

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

Company _____ Date _____ Representative



1.08 STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

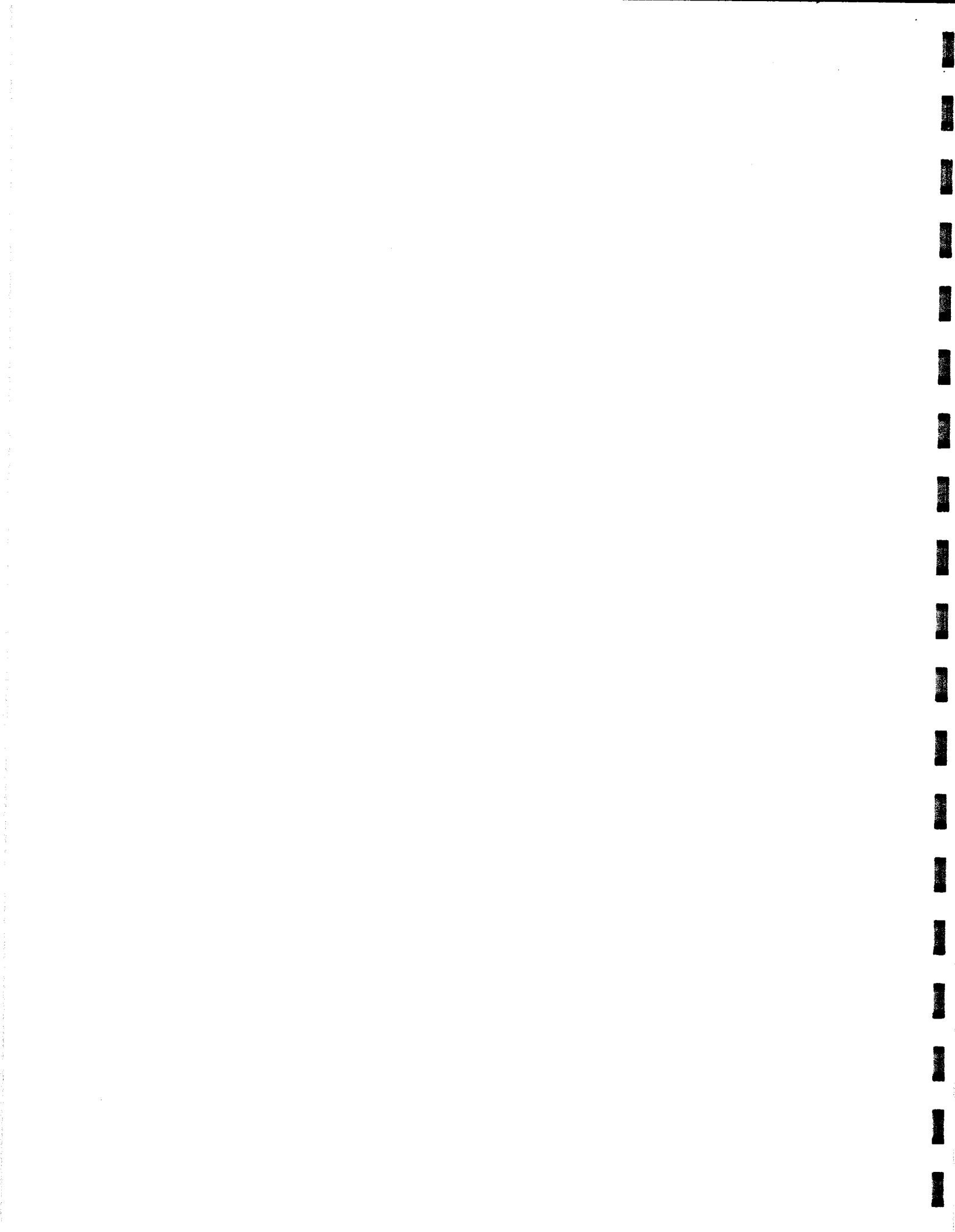
STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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



1.09 EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

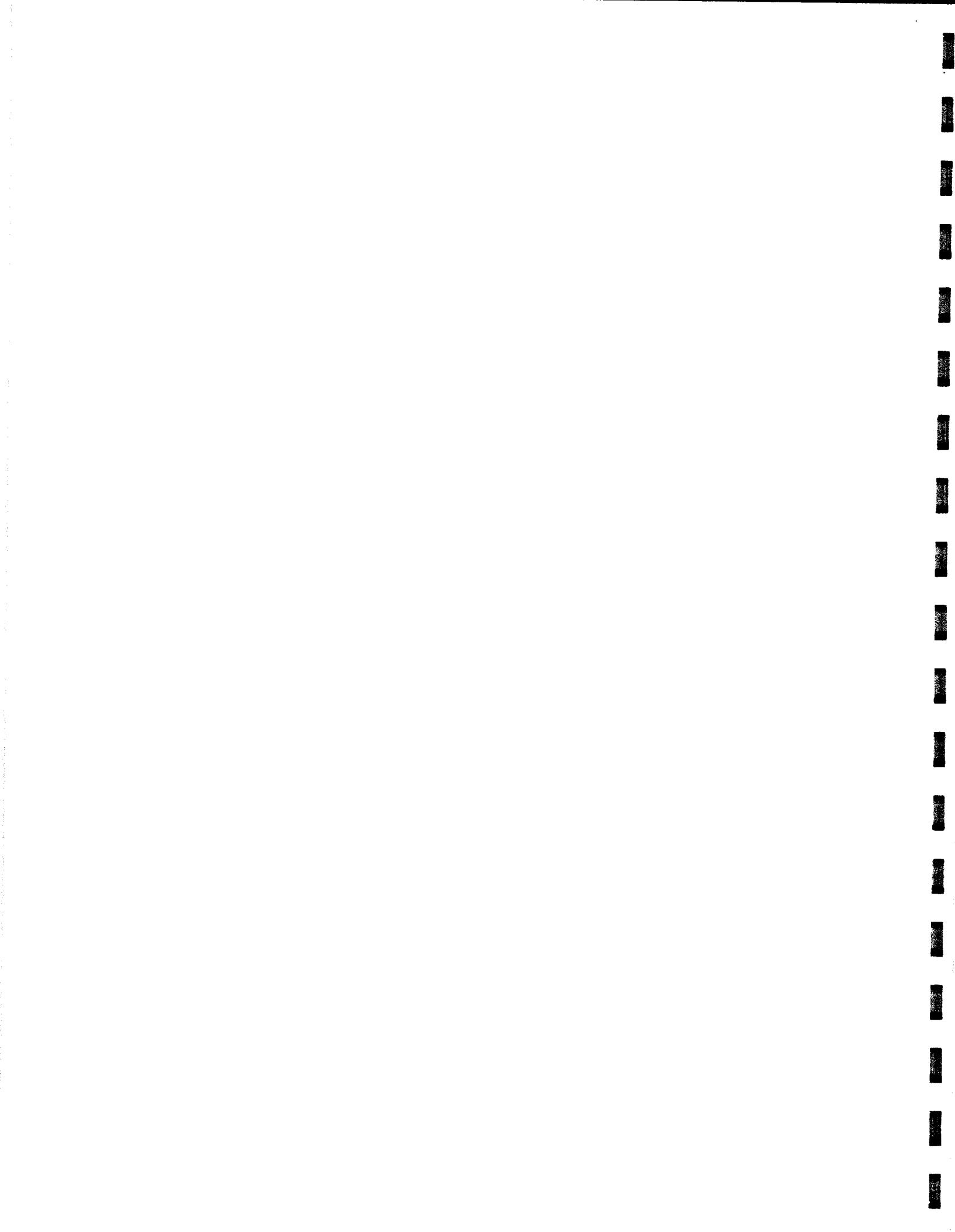
Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

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

Signature

Name of Business



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

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

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

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

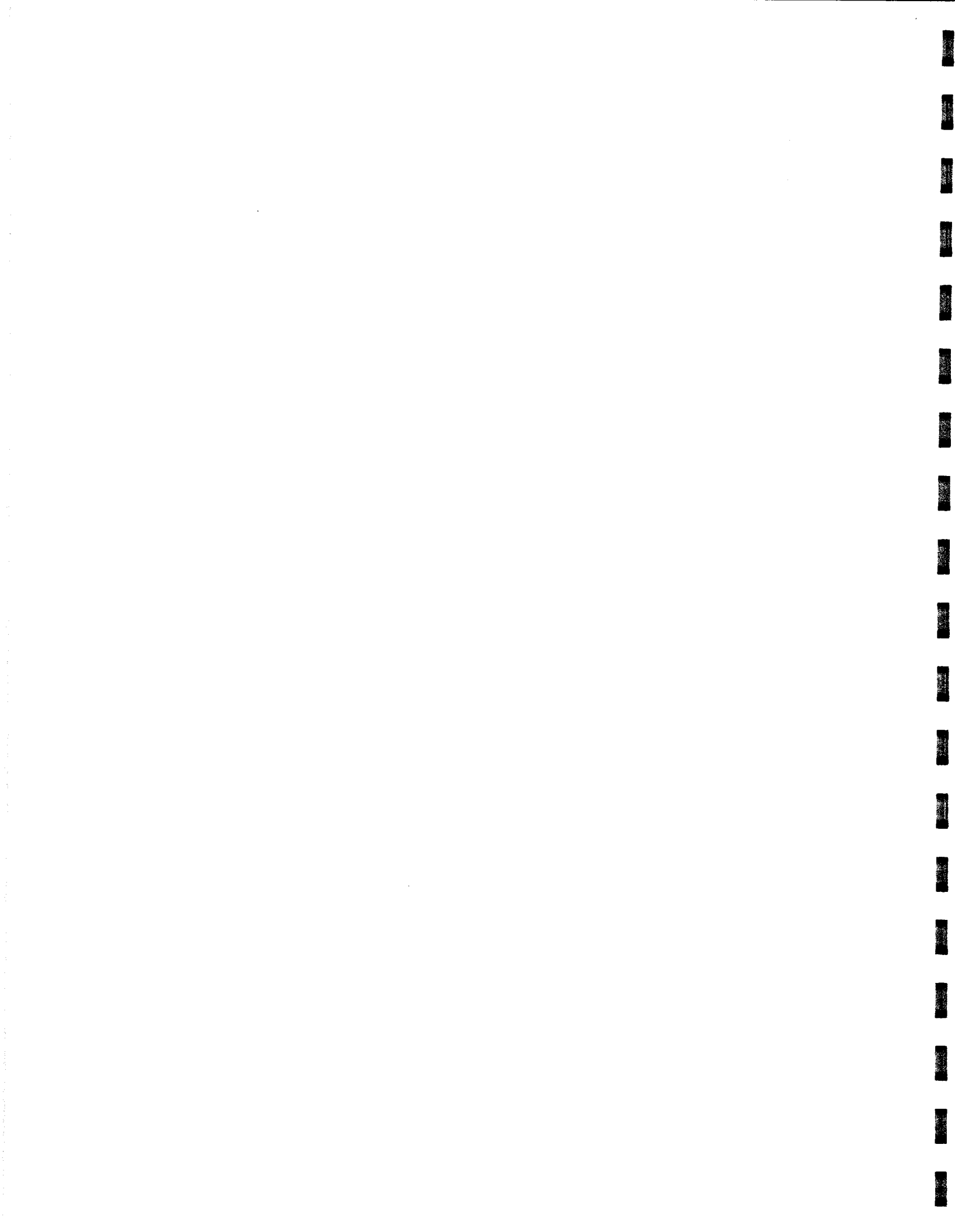
The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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



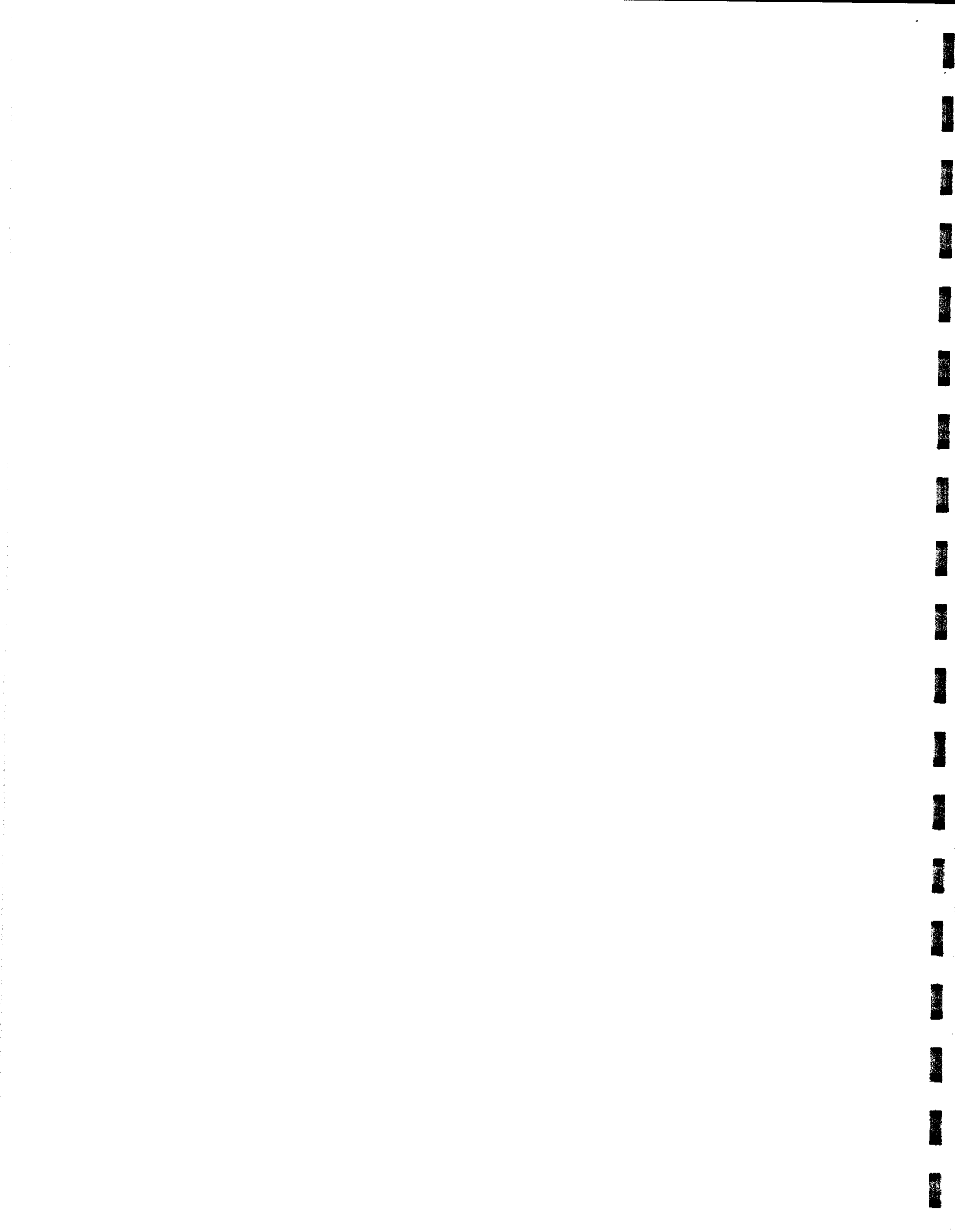
KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

In the case of an Agreement exceeding \$250,000, the Contractor will be required within seven (7) days following the Bid Opening to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the Contract.



1.10 MWDBE SUBCONTRACTOR PARTICIPATION FORM



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

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

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

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

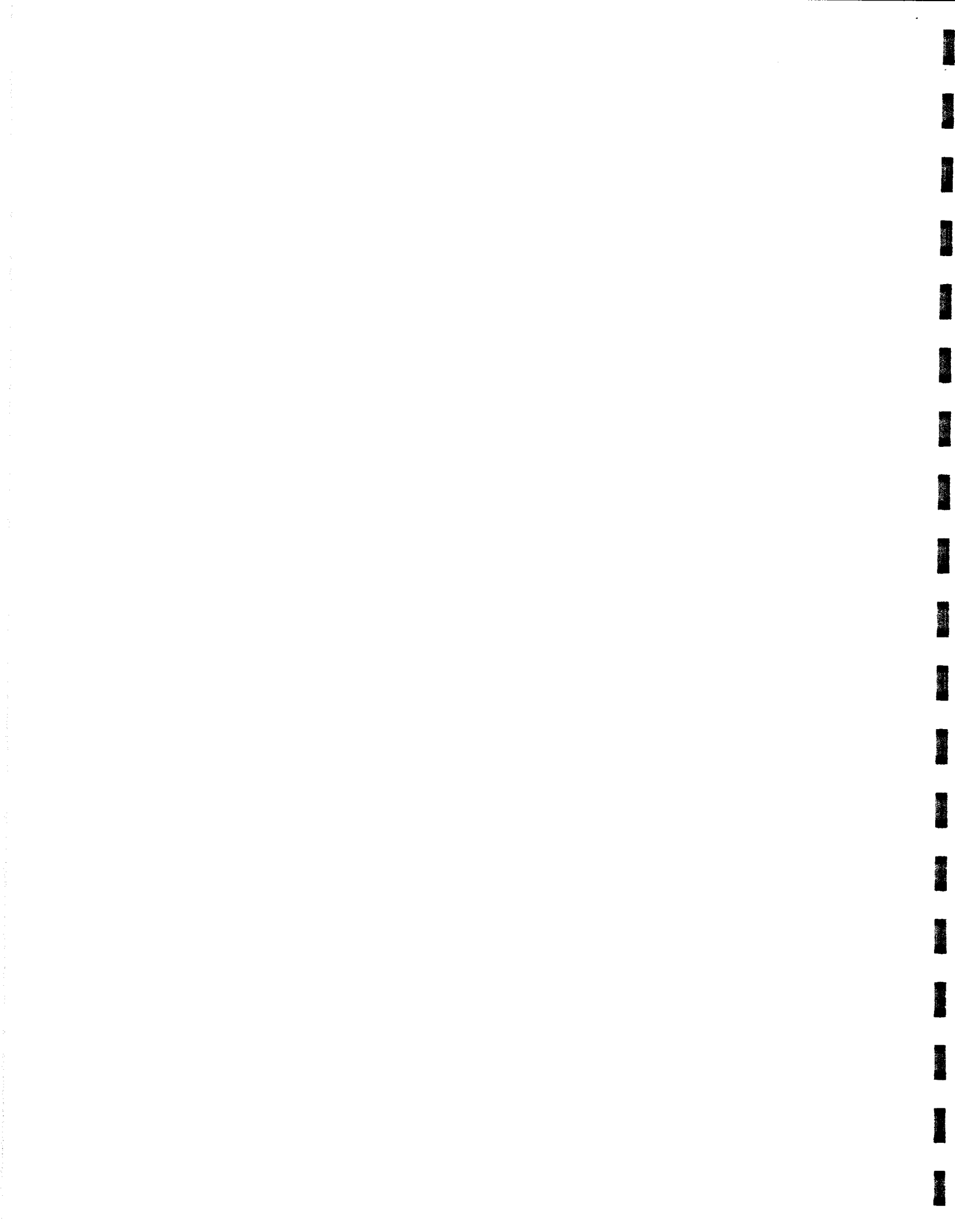
Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

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

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

EPA FORM 6100-2 (DBE Subcontractor Participation Form)





1.11 MWDBE SUBCONTRACTOR PERFORMANCE FORM



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

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

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

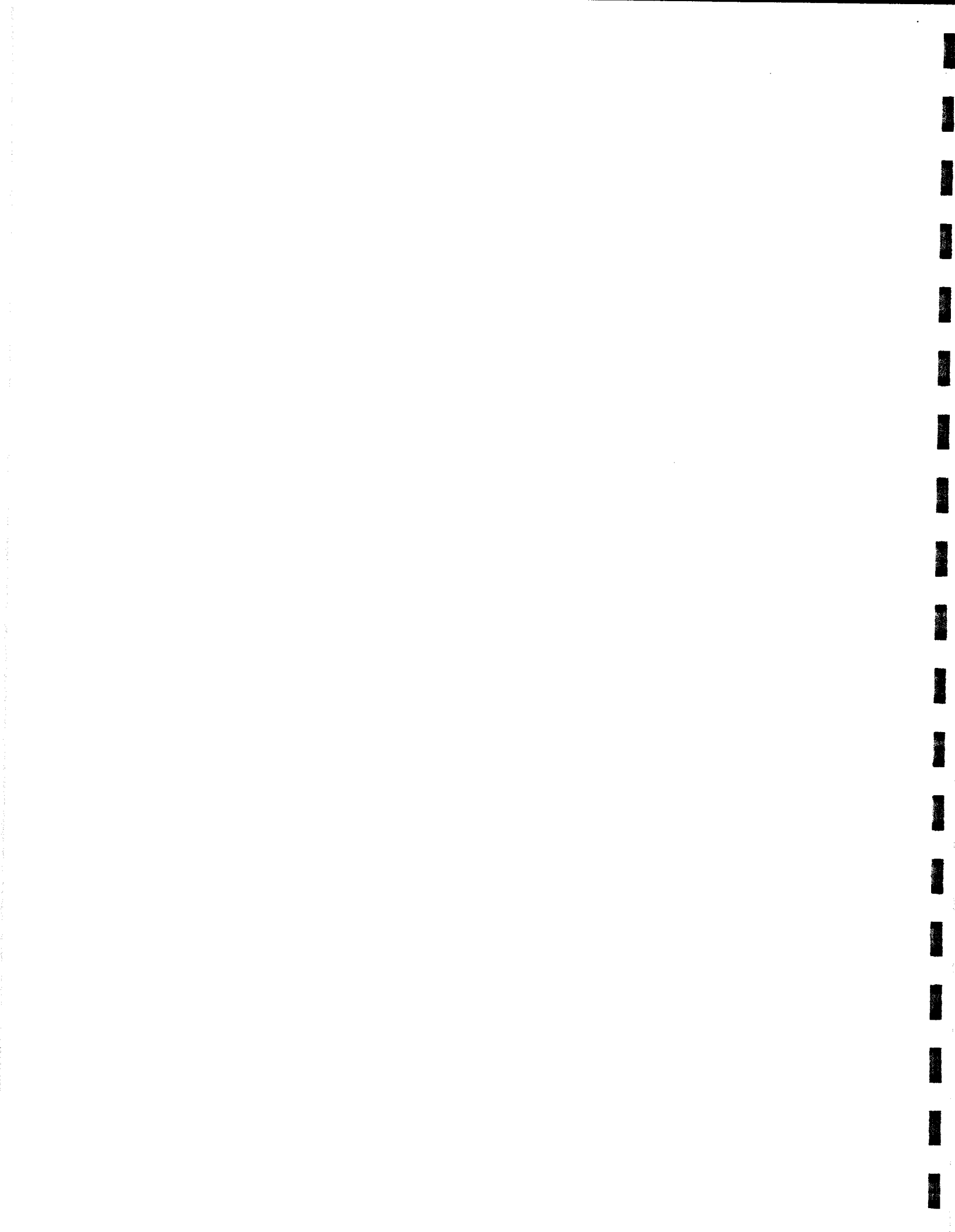
Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

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

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

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

EPA FORM 6100-3 (DBE Subcontractor Performance Form)



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

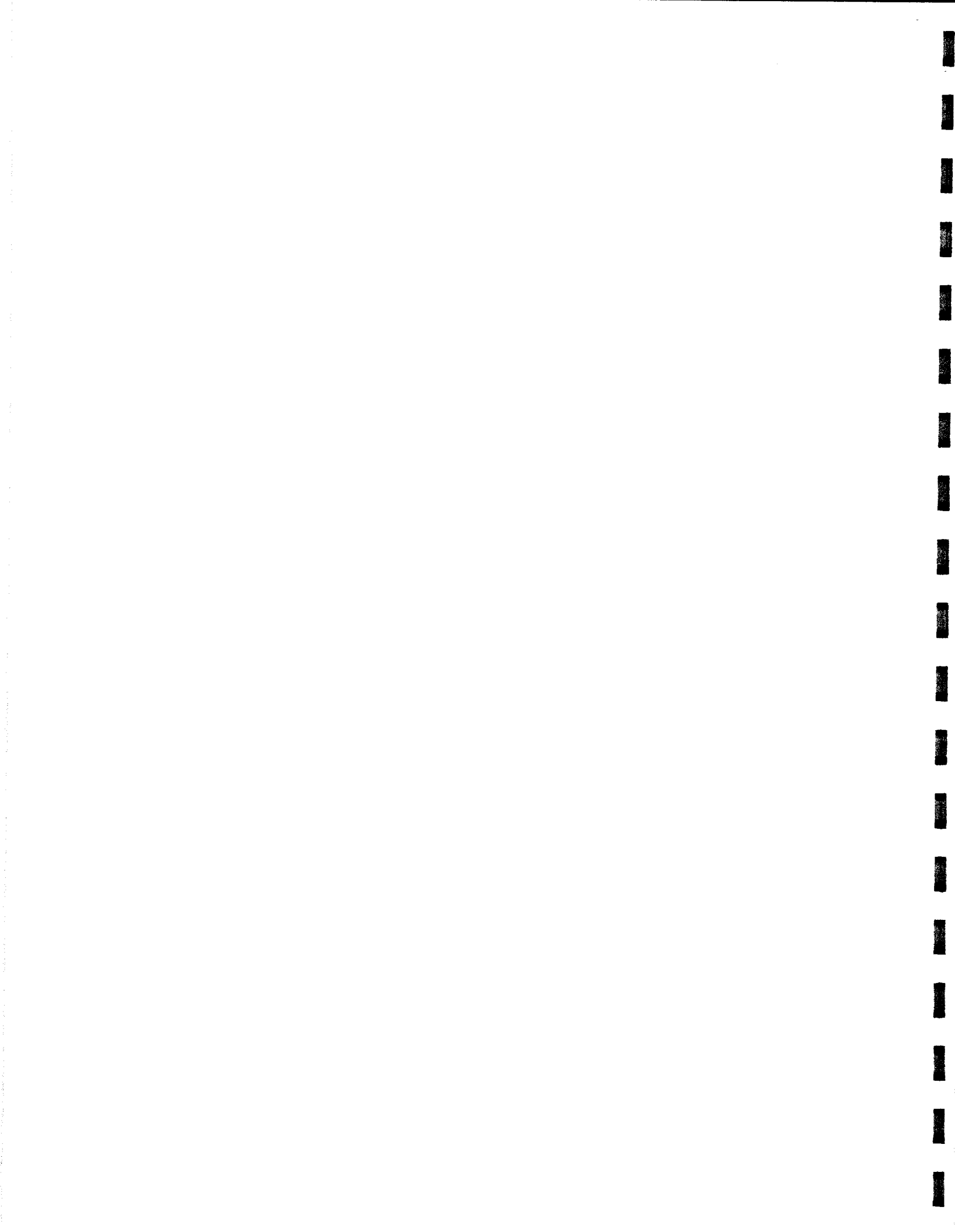
I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40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

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

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

EPA FORM 6100-3 (DBE Subcontractor Performance Form)



1.12 MWDBE SUBCONTRACTOR UTILIZATION FORM



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

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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

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

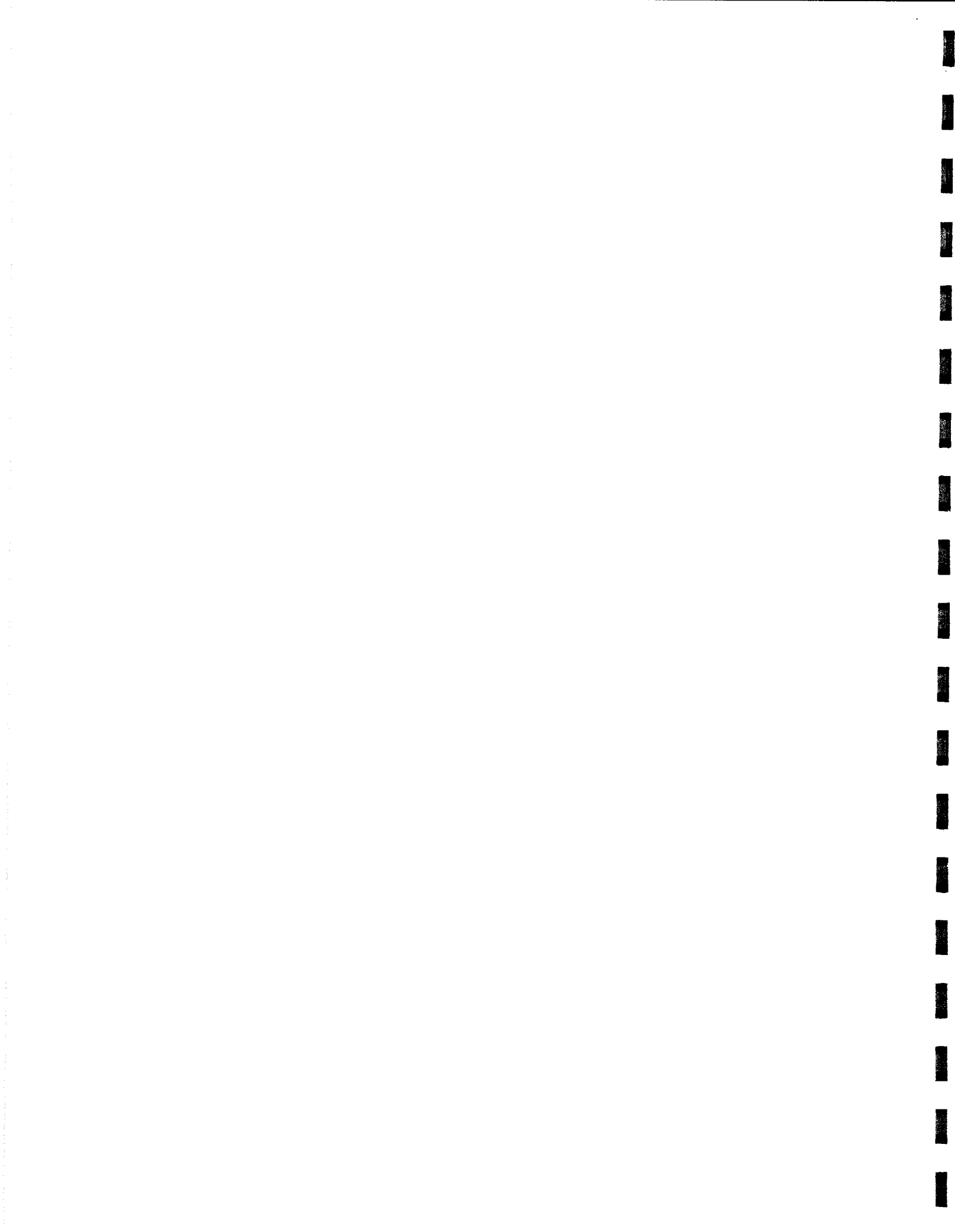
I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

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

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

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



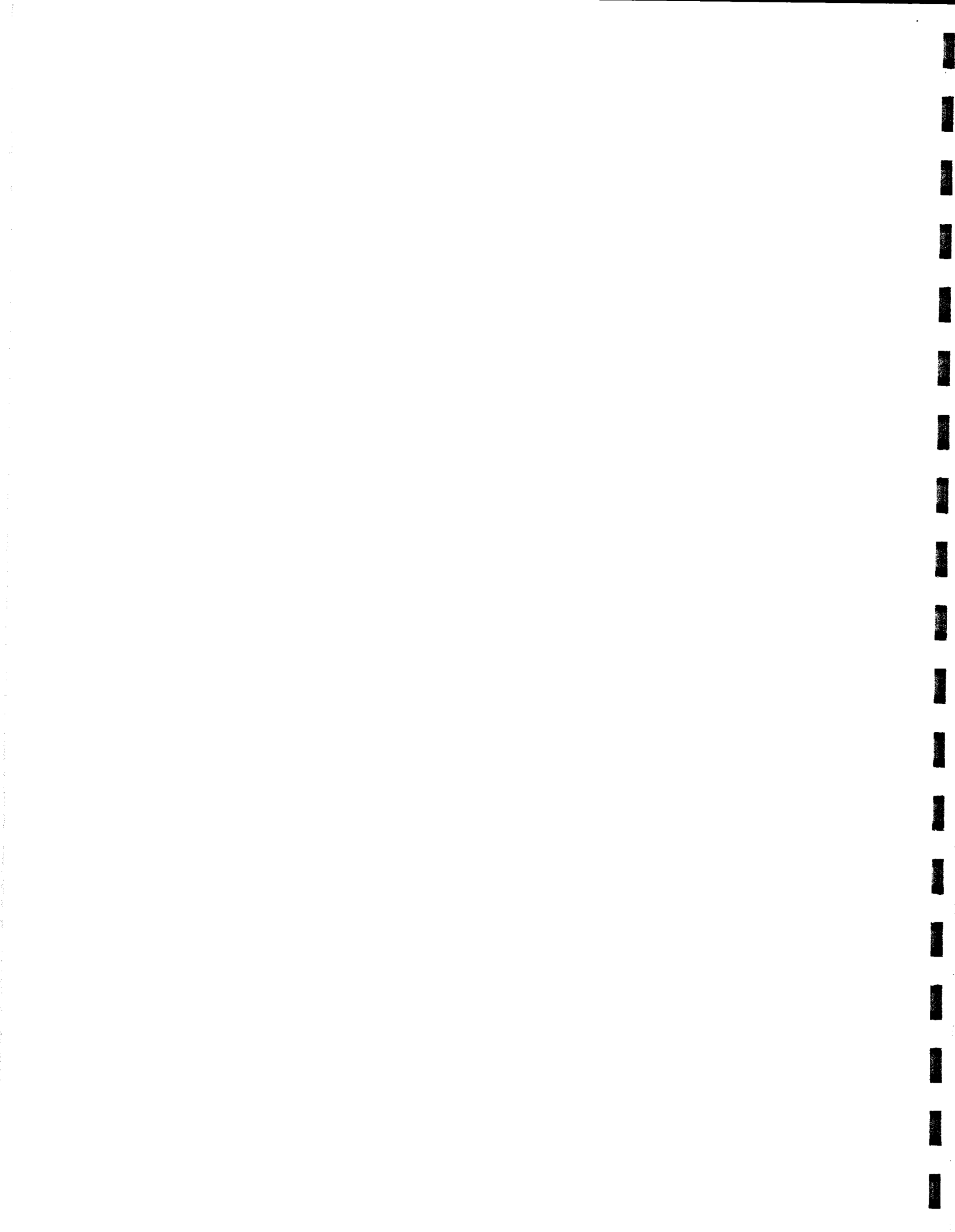
**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

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

Prime Contractor Signature	Print Name
Title	Date

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

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



1.13 MWDBE PARTICIPATION POLICY

PROJECT NAME: Woodhill Trunk Sewer Replacement
Lexington-Fayette Urban County Government

LFUCG BID NO. 4-2015 BID DATE: February 26, 2015

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

Prime Contractor's Name _____
Contact Person: _____
Address: _____
Phone: _____ Cell: _____
Email: _____
Total Contract Amount: _____

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

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

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

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

Yes No _____

F. Are MWDBE subcontracts or letters of intent signed by both parties enclosed; if no, please

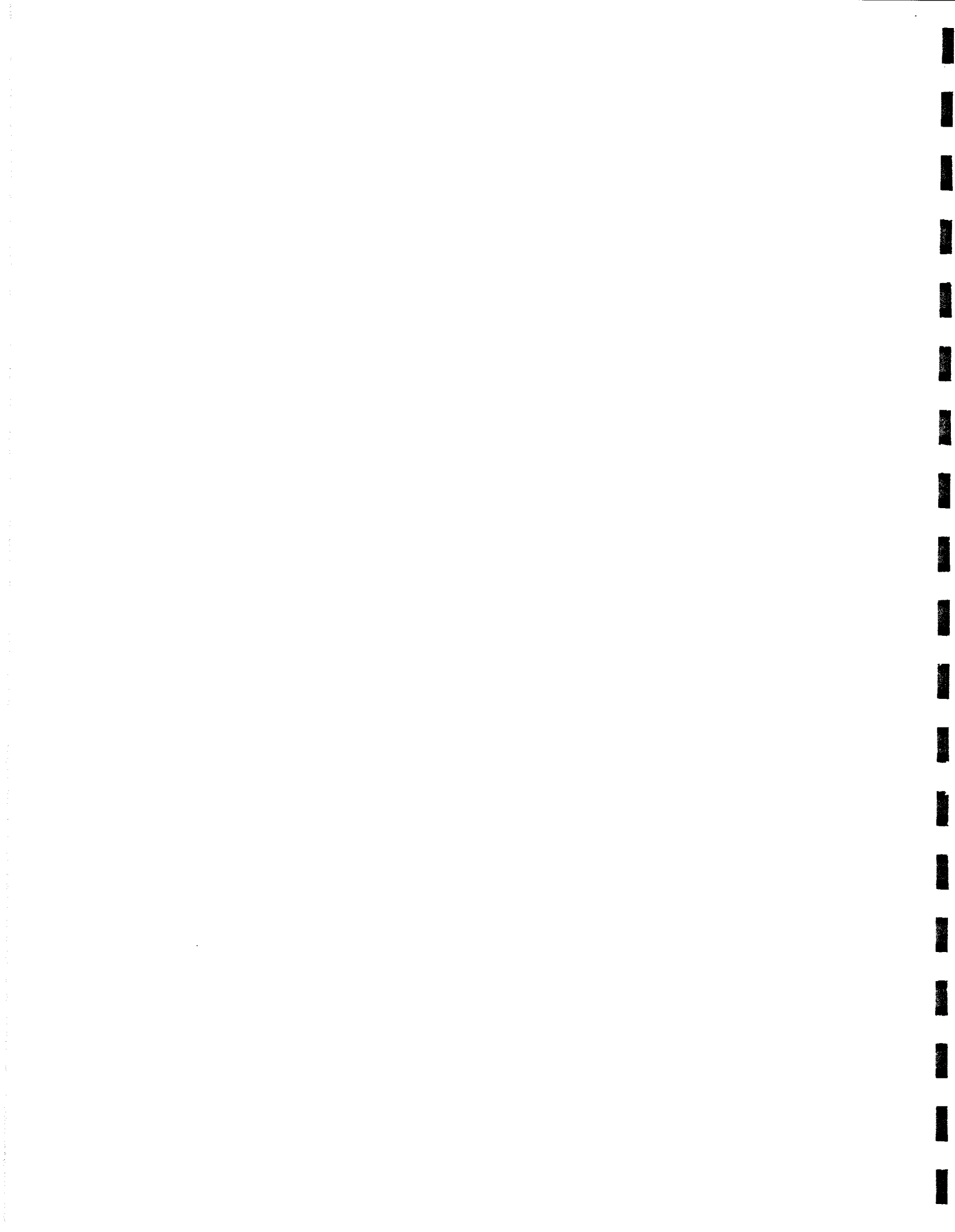
explain: Yes No _____

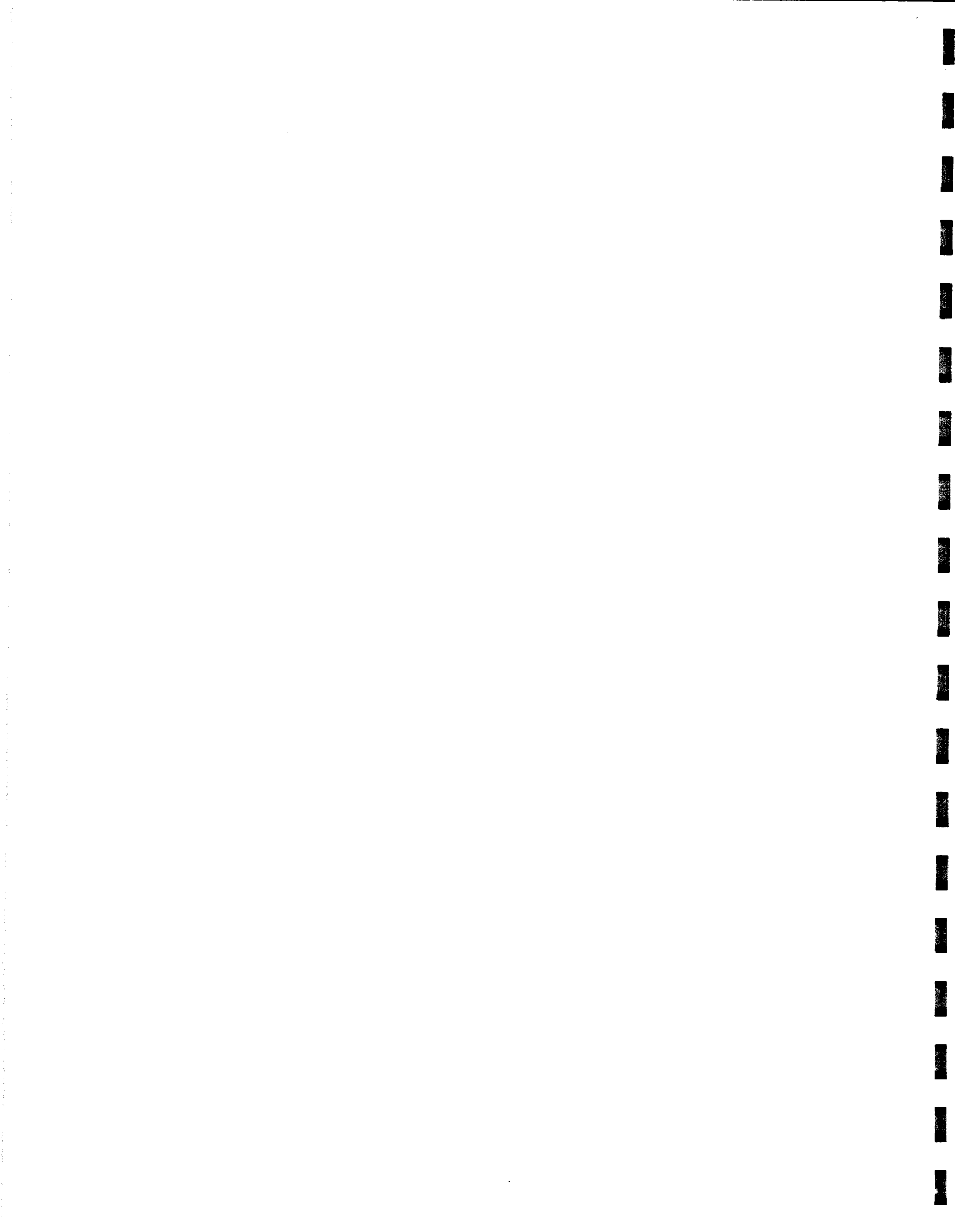
G. List of DBE Subcontractors:

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

H. List of MBE Subcontractors:

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





I. List of WBE Subcontractors:

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

Attach additional sheets, if necessary.

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

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

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

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

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

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

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

Company Name and Phone Number: _____

Area of Work Expertise: _____

Date of any Follow-Ups and Person Spoke to: _____

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



Name of Publication: _____

Date(s) of Advertisement: _____

Specific Subcontract Areas Announced: _____

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

Method of Notification: _____

Date(s) of Notification: _____

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

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

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

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

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

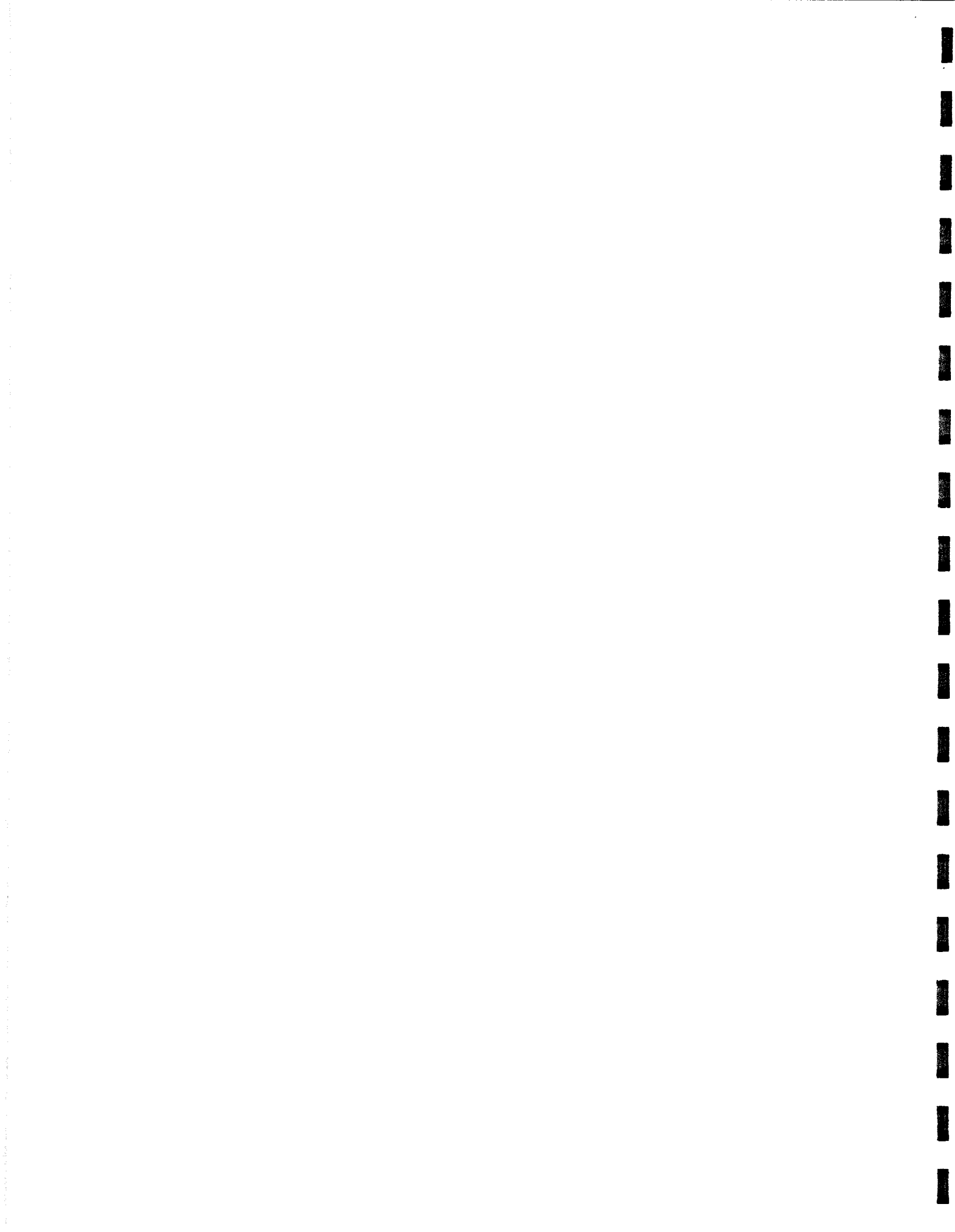
The prime contractor certifies that the assistance of the SBA, MBDA, and/or KPAP was utilized. *Submit pages printed off the SBA and MBDA websites which evidence efforts to register a solicitation on those sites or submit copies of the letter send and certified mail receipt as documentation; submit copies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

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

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

Signature and Date:

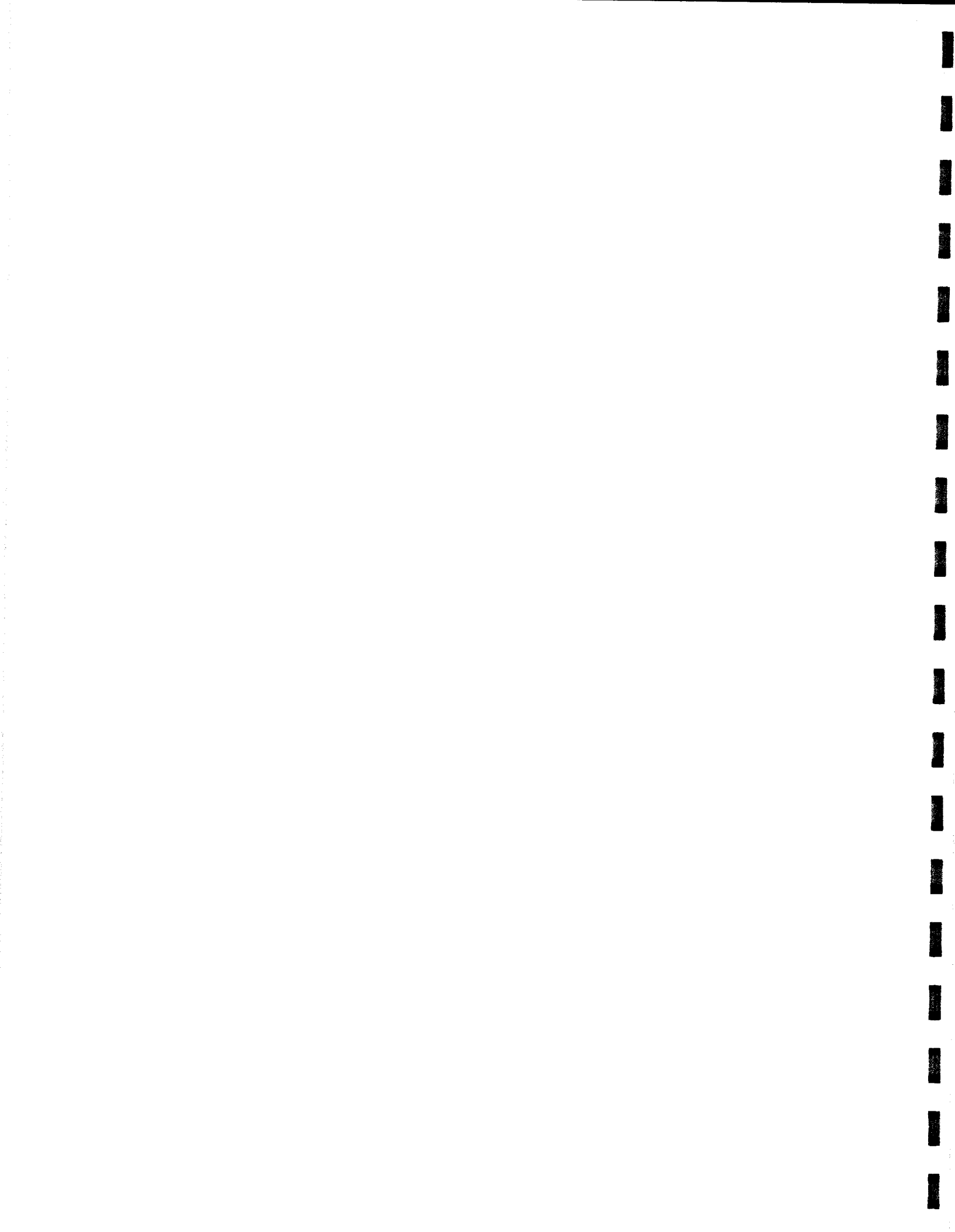
To the best of my knowledge and belief, all "six good faith efforts" have been met and the information contained in this document is true and correct; the document has been duly authorized by the legal representative.



Signature

Print Name and Title

Date



1.14 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

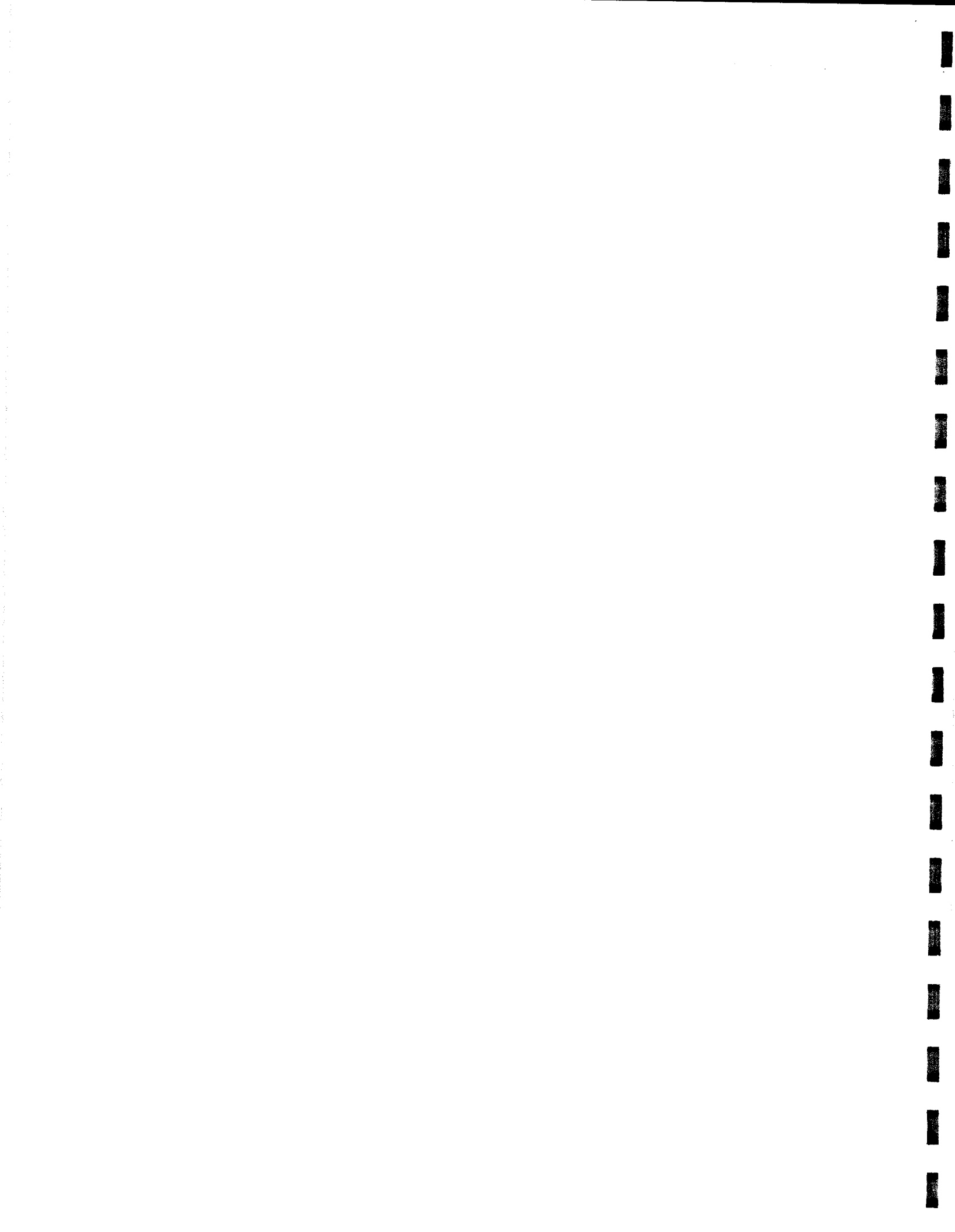
It is the policy of

_____ (Name of Bidder)

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

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

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



1.15 WORKFORCE ANALYSIS FORM

Name of Organization: _____ Date: ____/____/____

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators									
Professionals									
Superintendents									
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical									
Skilled Craft									
Service/Maintenance									
Total									

Prepared By: _____



1.16 EVIDENCE OF INSURABILITY

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

Names Insured: _____
 Address: _____
 Project to be insured: _____

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Section 00600 - Bonds and Certifications, including all requirements, and conditions.

Article Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided to Insured	Name of Insurer	A.M. Best's	
					Code	Rating
1.05.D.1	CGL	\$1,000,000/per occ., \$2,000,000/aggregate or \$2,000,000 combined single limit Requirements (a) through (e)				
1.05.D.1	Auto	Combined single \$1,000,000/per occ. aggregate Requirements (a) through (c)				
1.05.D.1	WC	\$ _____ Statutory				
1.05.D.1	Employer's Liability	\$500,000				

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

Agency or Brokerage _____ Name of Authorized Representative _____
 Street Address _____ Title _____
 City _____ Authorized Signature _____
 Telephone Number _____ Date _____

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

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



1.17 DEBARRED FIRMS

PROJECT NAME: Woodhill Trunk Sewer Replacement

LFUCG BID NO.: 4-2015

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

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

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

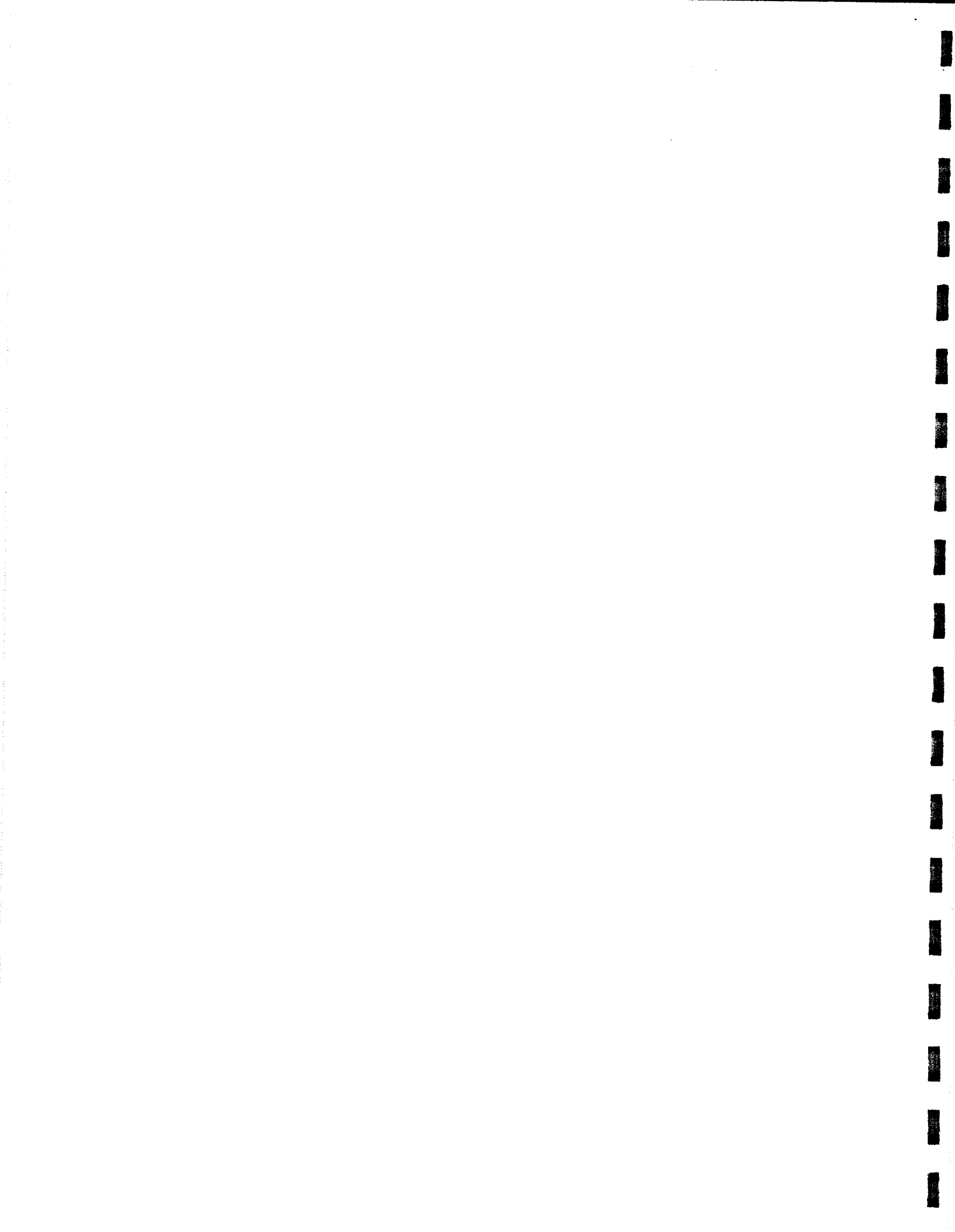
The undersigned hereby certifies that the firm of _____ has not and will not award a subcontract, in connection with any Agreement award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Executive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

Name of Firm Submitting Bid

Signature of Authorized Official

Title

Date



1.18 DEBARMENT CERTIFICATION

All Contractors/Subcontractors shall complete this certification.

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.
 - a) Have not within a three year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c. Have not within a three (3) year period preceding this Bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the Contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: _____

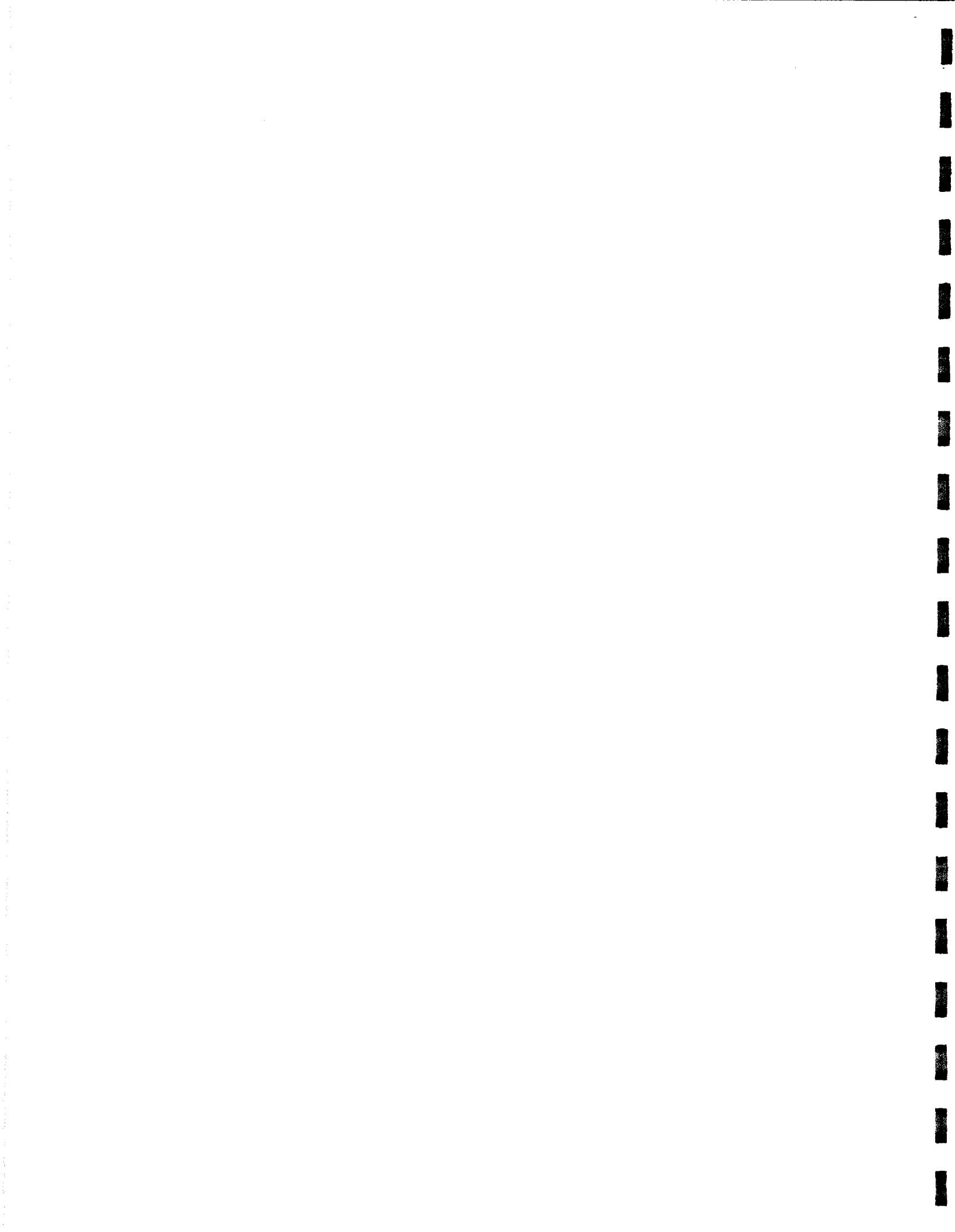
Project: _____

Printed Name: _____

Title of Authorized Representative: _____

Signature: _____

Date: _____



1.19 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

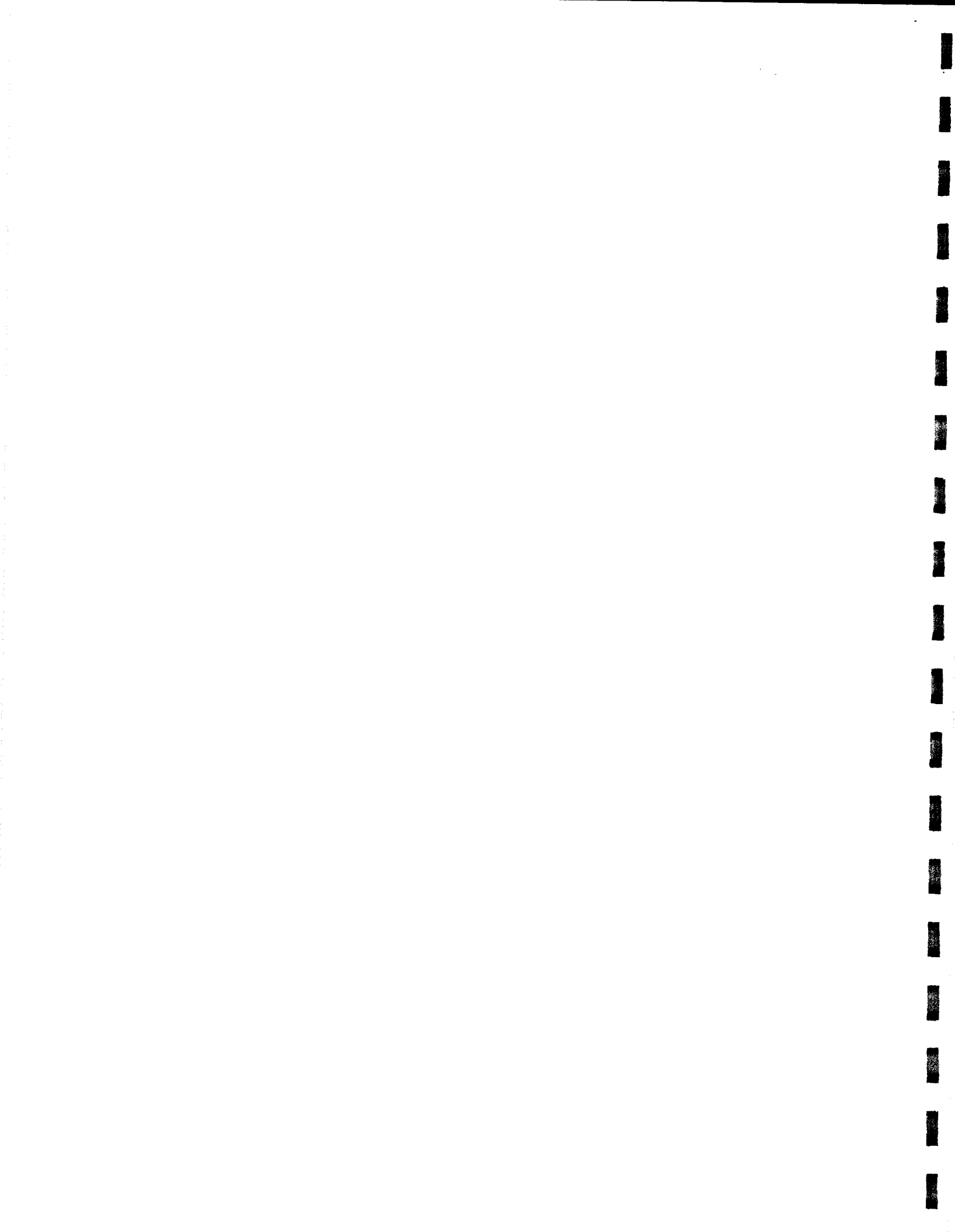
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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



1.20 BID BOND

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

as principal (the "Principal") and _____

hereinto called Surety, are held and firmly bound unto

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

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

WHEREAS, the Principal has submitted a bid for

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

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

DATED as of this _____ day of _____, 20_____.

WITNESS / ATTEST:

Principal (Secretary)

Principal

By: _____ (seal)

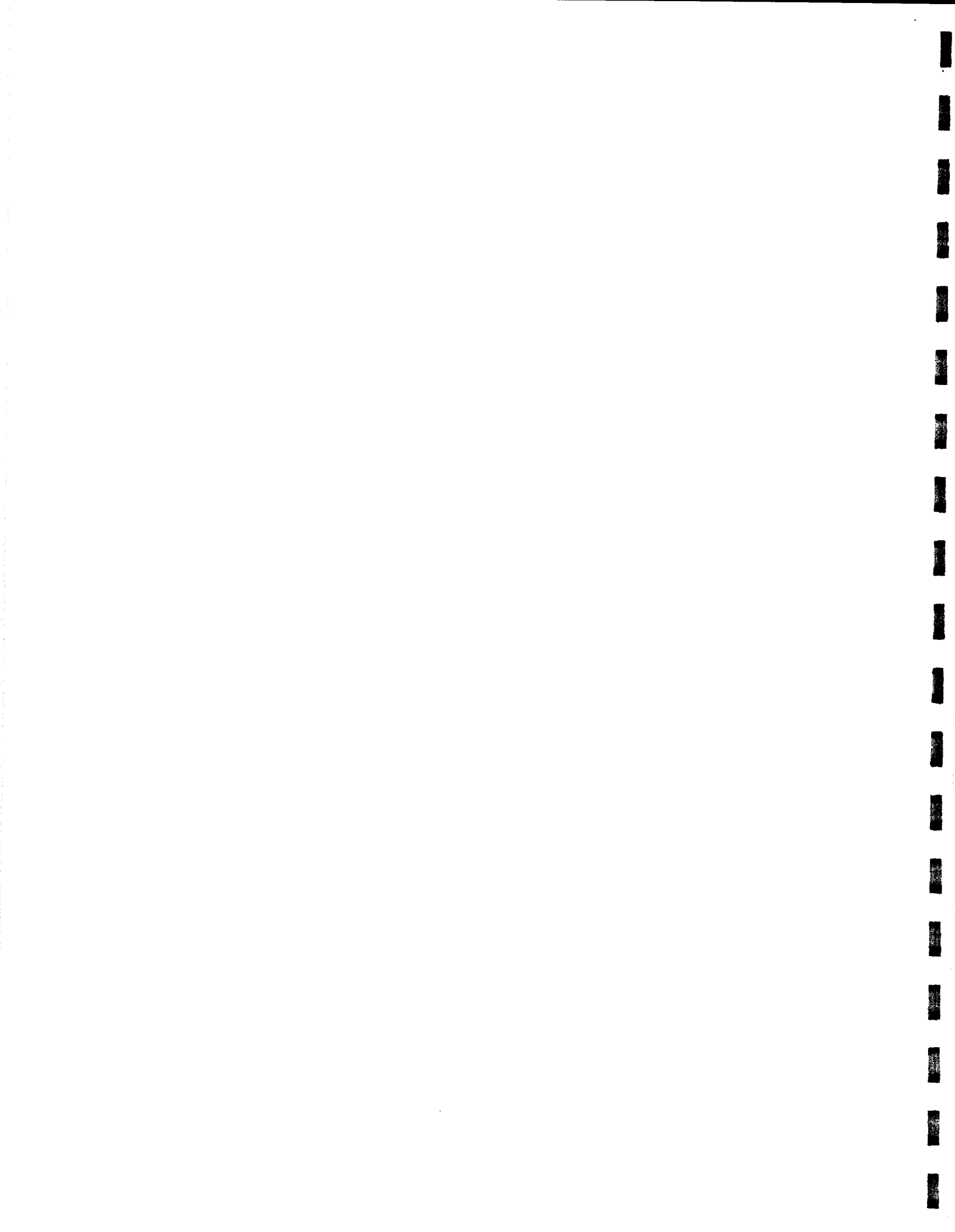
Name:
Title:

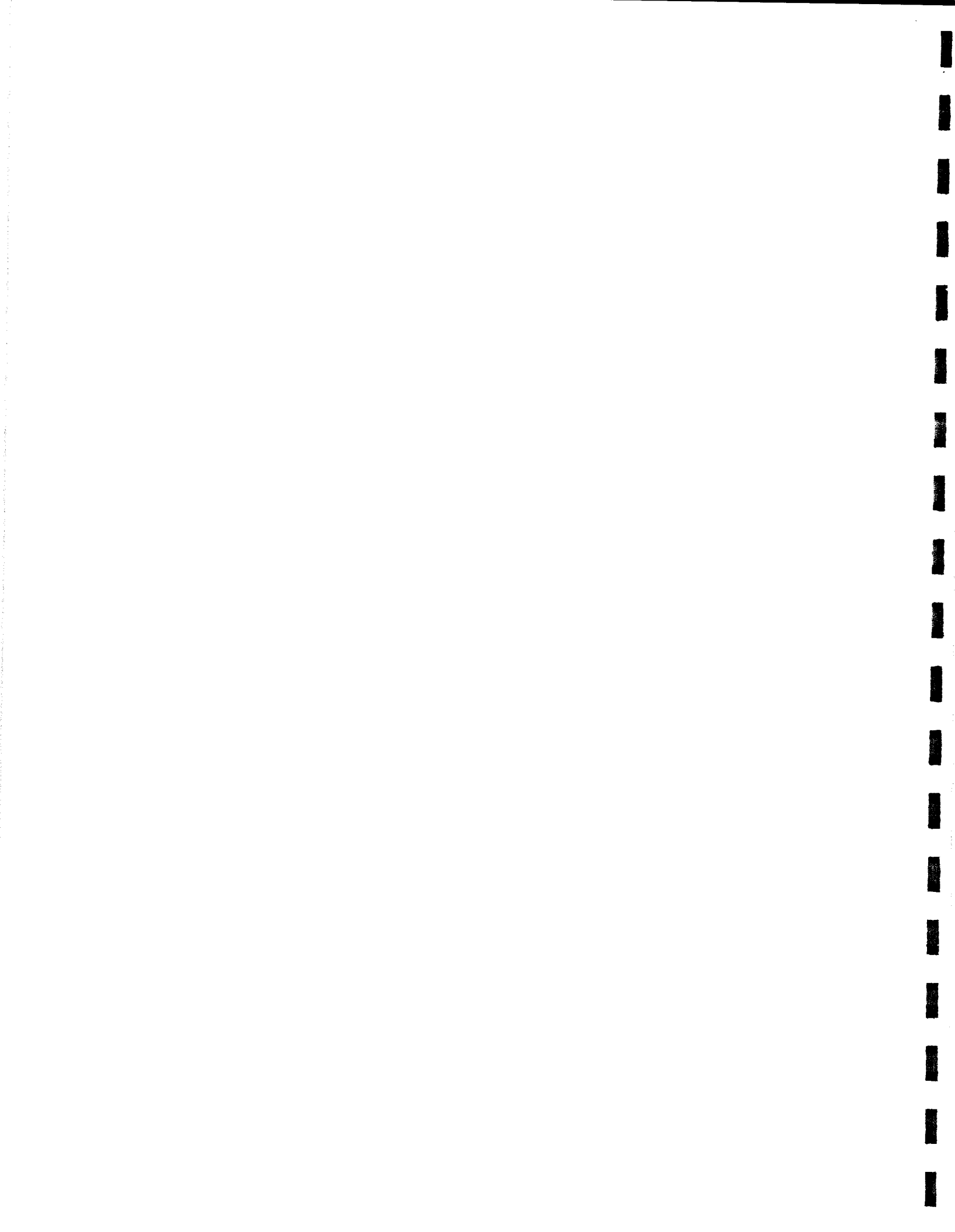
Surety (Secretary)

Surety

By: _____ (seal)

Name:
Title:

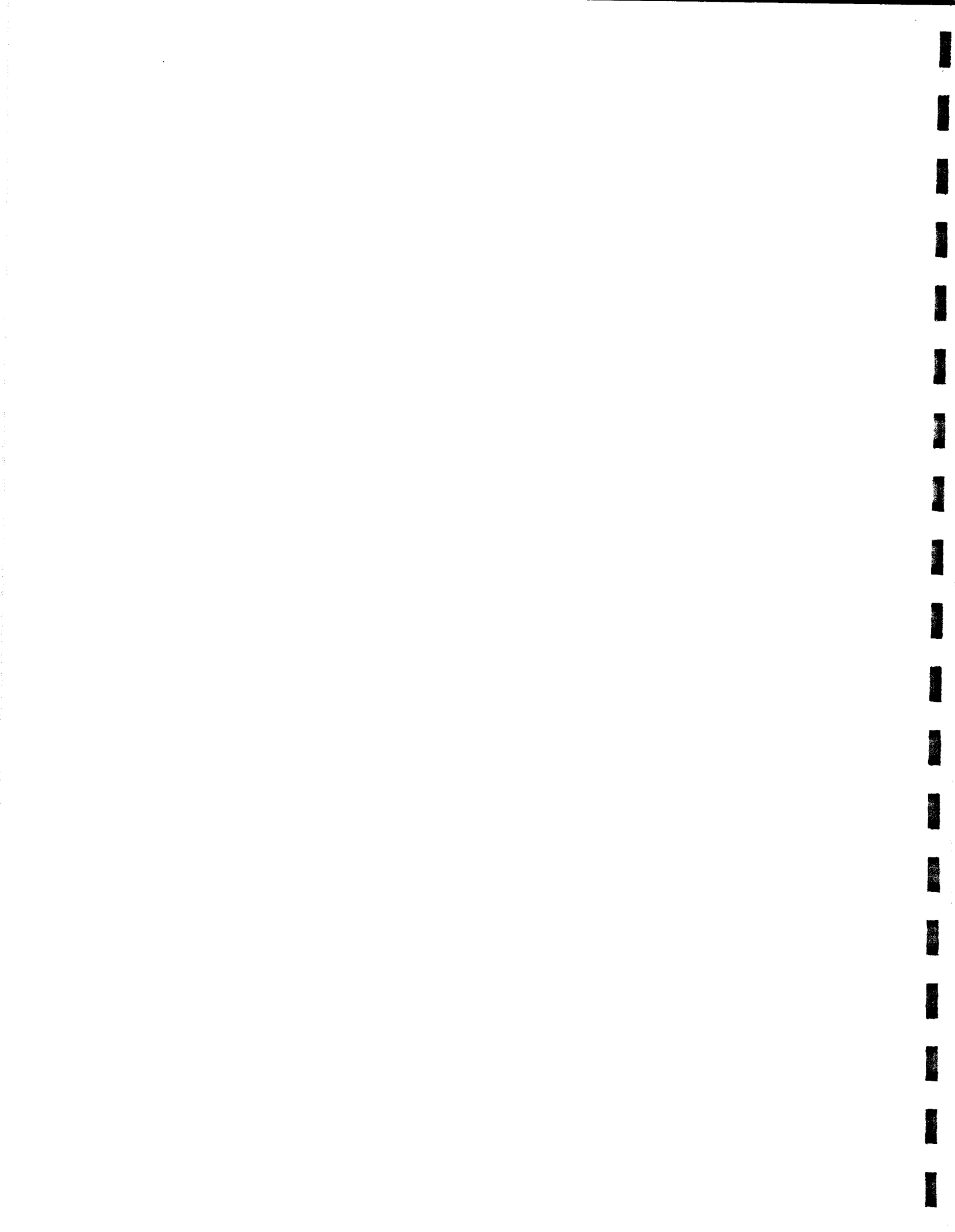


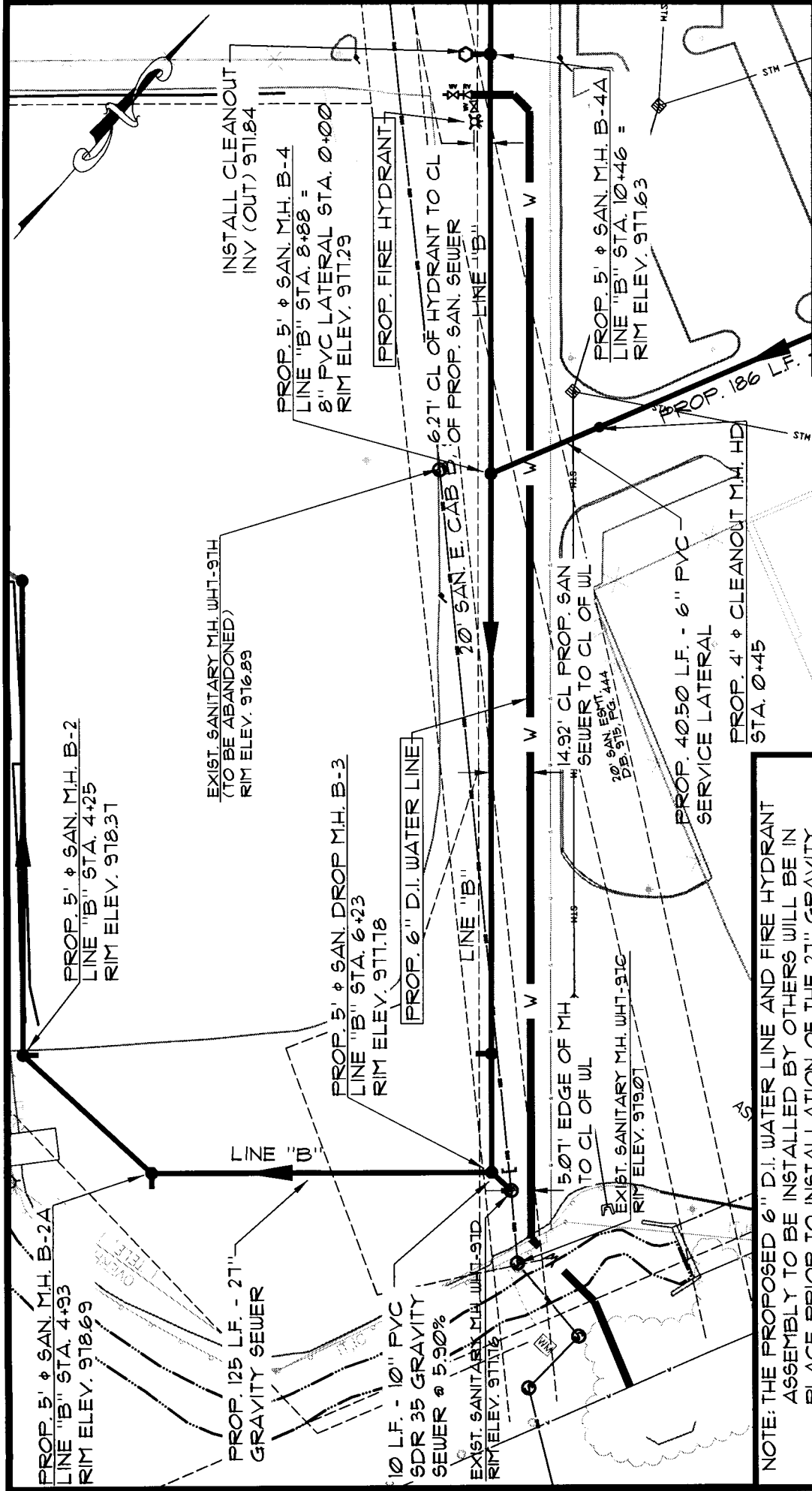


POWER OF ATTORNEY

(Attach to Bid Bond)

END OF SECTION





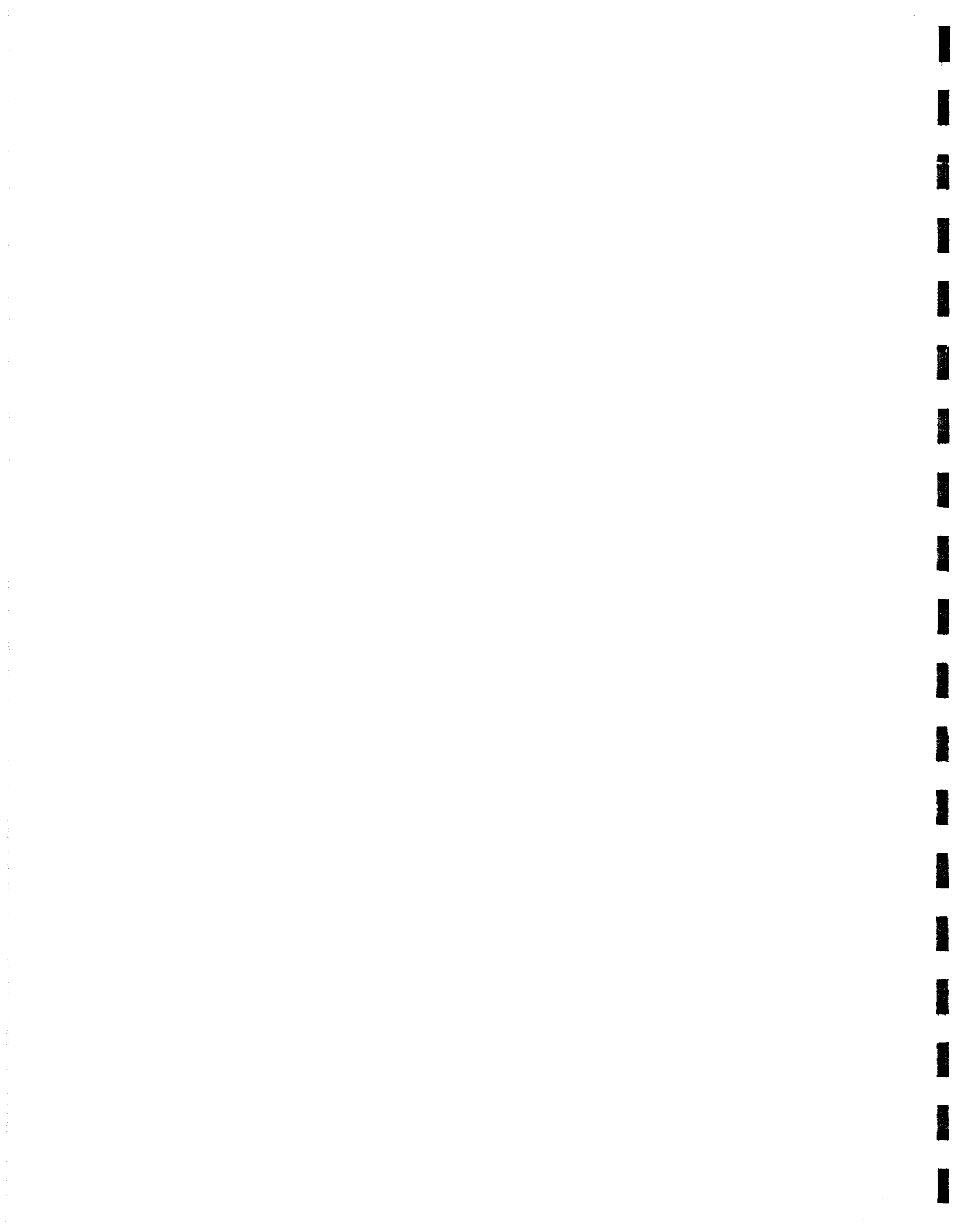
ADDENDUM NO. 3
PROPOSED 6" WATER LINE
FOR LEXINGTON MALL
PROPERTY REDEVELOPMENT
WOODHILL TRUNK SEWER REPLACEMENT
LEXINGTON, KENTUCKY

HMB
 PROFESSIONAL ENGINEERS, INC.

SCALE : N.T.S.
 DATE : FEB. 2015
 DRAWN BY : BGB
 CHECKED BY : RCB

NOTE: THE PROPOSED 6" D.I. WATER LINE AND FIRE HYDRANT ASSEMBLY TO BE INSTALLED BY OTHERS WILL BE IN PLACE PRIOR TO INSTALLATION OF THE 21" GRAVITY SEWER, 6" PVC LATERAL AND M.H.'s B-3, B-4 & B-4A. CONTRACTOR SHALL INCLUDE IN THEIR UNIT PRICE PER L.F. FOR 21" GRAVITY SEWER, 6" PVC SERVICE LATERAL AND WITH ADDITIONAL SHORING, TIE BACK, RELOCATION, REPAIR OF THE 6" WATER LINE AND APPURTENANCES REQUIRED TO INSTALL ALL GRAVITY SEWERS AND M.H.'s IN THE VICINITY OF THE WATER LINE IN AS MUCH AS NO ADDITIONAL COMPENSATION SHALL BE AWARDED THE CONTRACTOR FOR ADDITIONAL WORK IN THIS AREA DUE TO THE WATER LINE LOCATION.

HOME DEPOT



**Notification of Bypass Pumping
Lexington Fayette Urban County Government
Division of Water Quality**

Date:

Purpose of Bypass Pumping Event: Consent Decree / RMP Construction Project

Watershed:

Sewer Reach(es):

Date(s) of Bypass Event:

Planned Duration of Bypass Event:

Estimated Flow (GPM):

Contractor:

Contractor Contact information:

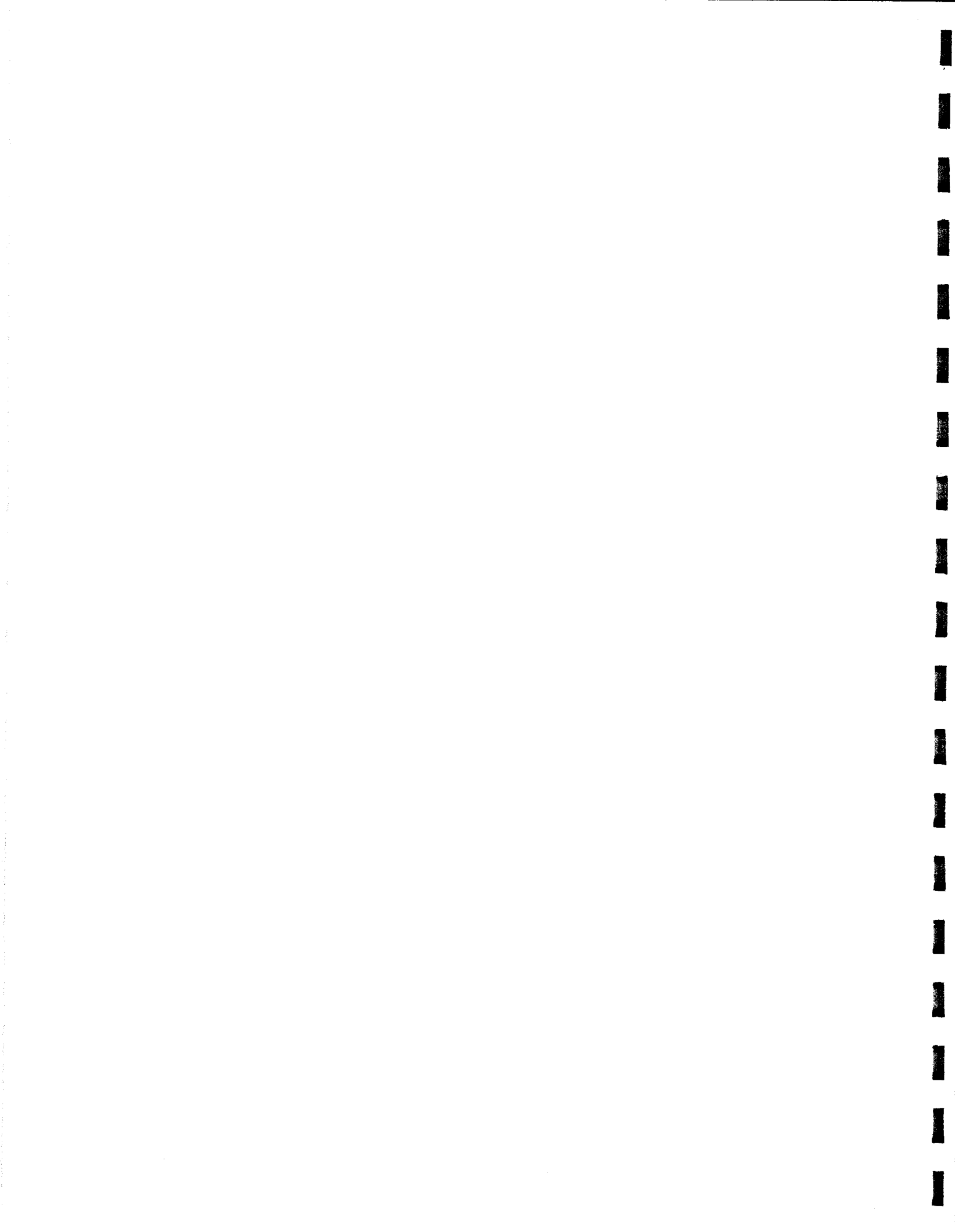
Resident Project Representative (RPR):

RPR Contact Information:

Submitted By:

Title:

GIS Map Attached





Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #4

Bid Number: **#4-2015**

Date: March 3, 2015

Subject: **Woodhill Trunk Sewer Replacement**

Please address inquiries to:
Ray Bascom, PE
Agent for Purchasing
(502) 695-9800

TO ALL PROSPECTIVE SUBMITTERS:

Due to an electrical power outage the Government Center will be closed today, Tuesday, March 3, 2015, as contractors continue to work to restore electricity to the building.

Therefore, the bid opening date has been postponed to Wednesday, March 4, 2015 at 2:00 PM.

This Addendum No. 4 **DOES NOT** need to be acknowledged on the bid form or attached to and become part of your bid.

Ray Bascom, PE,
HMB Professional Engineers, Inc.
Agent, Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.

