



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DIVISION OF WATER QUALITY

FOR

**Annual Sanitary Sewer
Cleaning and Inspection**

Bid No. 98 -2018

Set # _____



PREPARED BY:

**DIVISION OF WATER QUALITY
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

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CONTRACT DOCUMENTS

Annual Sanitary Sewer Cleaning and Inspection Program

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PART I

ADVERTISEMENT FOR BIDS

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ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government until **2:00 p.m.**, local time, **October 4, 2018** for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by and for Lexington-Fayette Urban County Government, Division of Water Quality. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

2. DESCRIPTION OF WORK

The project includes providing all construction supervision, labor, materials, tools, test equipment necessary for **ANNUAL SANITARY SEWER CLEANING and INSPECTION PROGRAM**.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Specifications, Plans, and Bid Documents may be examined at the following places:

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

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

4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms on a **Line Item Unit Price Basis**, for total Project Area. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Instruction to Bidders and Special Conditions.

Sealed bids shall be clearly marked on the outside of the container as follows: Company Name

and Address, Bid Invitation Number, and the Project Name. Bids are to remain sealed until official Bid closure time.

Mailed bids/proposals should be sent to the Director, Division of Central Purchasing, 200 East Main Street, Lexington, KY 40507.

5. METHOD OF AWARD

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

6. BID WITHDRAWAL

No bidder may withdraw his bid for a period of sixty (60) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond. Bids may be withdrawn in person prior to the closing date of receipt of bids.

7. BID SECURITY

If the bid is \$50,000 or greater, bid shall be accompanied by a certified / cashier's check or bid bond payable to the Lexington-Fayette Urban County Government in an amount not less than Five Percent (5%) of the base bid. Bid bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid Bonds are not required for bids under \$50,000. A certified check or cashier's check is also acceptable forms of bid security.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids to the Lexington-Fayette Urban County Government, Division of Purchasing, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. Bids shall be submitted in a sealed envelope not later than 2:00 p.m., local time, **October 4, 2018**. Sealed proposals shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and Project Name to be opened at **2:00 p.m.** local time **October 4, 2018**. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

9. RIGHT TO REJECT

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

10. NOTIFICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR AFFIRMATIVE ACTION PLAN AND CURRENT WORKFORCE

The successful bidder must submit with their bid the following items to the Lexington-Fayette Urban County Government:

1. Affirmative Action Plan for his/her firm.
2. Current Workforce Analysis Form.

Failure to submit these items as required herein may result in disqualification of the Bidder from the award of the contract.

All submissions should be directed to:

Lexington-Fayette Urban County Government
Division of Purchasing
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507

11. NOTICE CONCERNING MWDBE and Veteran GOALS

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs, and set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-Owned Small Businesses. The goals for the utilization of Disadvantaged Business Enterprises and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

12. **PRE-BID MEETING**

A non-mandatory pre-bid meeting will be held at 10:00 AM local time on September 27, 2018 at 125 Lisle Industrial Ave. Suite 180, Lexington Ky. 40511.

(date)

(location)

13. **CONSENT DECREE REQUIREMENTS**

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

The **BIDDER** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE**, and all federal, state and local laws, ordinances, and regulations that in any manner affect the **PROJECT**. Time is of the essence in the performance of this **PROJECT**. **BIDDER** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

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

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

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

PART II
INFORMATION FOR BIDDERS

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PART II

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids at the Division of Purchasing, at the time and in the manner set forth in the Advertisement for Bids, and the Bids will then be publicly opened and read aloud. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

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

2. PREPARATION OF BID

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

3. SUBCONTRACTS

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

4. QUALIFICATION OF BIDDER

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

In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, as requested. OWNER may consider maintenance requirements, performance data, and disruption or damage to private property. It is OWNER'S intent to accept alternatives, if requested by the bid forms, in the order in which they are listed in the Bid Form but OWNER may accept or decline them in any order or combination. The contract, if awarded, will be awarded to the lowest, qualified, responsible BIDDER based upon OWNER'S evaluation which indicates that the award will be in the best interest of OWNER and the general public.

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

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered and in good standing with the requirements and provisions of the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Good standing with Public Works Act - any CONTRACTOR and/or subcontractors in violation of any wage or work act provisions (KRS 337.510 to KRS 337.550) are prohibited by Statutory Act (KRS 337.990) from bidding on or working on any and all public works contracts, either in their name or in the name of any other company, firm or other entity in which he might be interested. No bid from a prime contractor in violation of the Act can be considered, nor will any subcontractor in violation of the Act be approved and/or accepted. The responsibility for the qualifications of the subcontractor is solely that of the prime contractor.
- D. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.

- E. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) a current detailed financial statement for a period including up to 3 prior years; (2) financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

5. BID SECURITY

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

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay \$400.00 per day as liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

- B. Bidders should examine the requirements of section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph 8; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. ADDENDA AND INTERPRETATIONS

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

10. SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.
- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverage's, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later). Each document will be for 100% of the Contract Bid Amount.**

11. POWER OF ATTORNEY

Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. TAXES AND WORKMEN'S COMPENSATION

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

13. LAWS AND REGULATIONS

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

14. EROSION AND SEDIMENT CONTROL AND PERMITS

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part 4 General Conditions Paragraph 5.17.

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

Federal or state wage rates and regulations, if required for this Project, will be as described in the Special Conditions.

16. AFFIRMATIVE ACTION PLAN

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

1. Affirmative Action Plan of the firm
2. Current Work Force Analysis Form
3. Good Faith Effort Documentation
4. List of Disadvantaged Business Enterprise Subcontractors and the Dollar Value of each Subcontract

A Work Force Analysis Form shall be submitted for each Contract. Failure to submit these items as required herein may result in disqualification of the Bidder from award of the Contract.

All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Third Floor
Lexington, KY 40507

17. CONTRACT TERM AND CONDITIONS

The terms of this agreement shall be for ONE (1) year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional FOUR (4) ONE (1) year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.

Requests for price changes will only be allowed at the time of contract renewal. Requests shall be received in writing at least twenty (20) days prior to the effective date and are subject

to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts

18. SUBSTITUTE OR "OR-EQUAL" ITEMS

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

19. ALTERNATE BIDS

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

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

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

20. SIGNING OF AGREEMENT

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

21. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) CONTRACTORS

A. Outreach for MWDBE(s)

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

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

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

B. Bid Bond Assistance for MWDBE(s)

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

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

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

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

D. MWDBE and Veteran Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve 10% minimum MWDBE and 3% minimum veteran goal.

For a list of eligible subcontractors, please contact:

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

PART III
FORM OF PROPOSAL

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PART III

Invitation to Bid No. 98-2018

ANNUAL SANITARY SEWER CLEANING and INSPECTION PROGRAM
(title of bid)

1. **FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 10/04/18

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

This Proposal Submitted by ROBINSON PIPE CLEANING COMPANY
2656 IDLEWOOD ROAD, PITTSBURGH, PA 15205
(Name and Address of Bidding Contractor)

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

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

Gentlemen:

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

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 9-28-18

Addendum No. 2 Date 10-01-18

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.

MAYOR JIM GRAY



LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

ADDENDUM #1

Bid Number: #98-2018

Date: September 28, 2018

Subject: Annual Sanitary Sewer Cleaning Inspection

Inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

Please see the attached tabulation from the previous bid.


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: ROBINSON PIPE CLEANING COMPANY

ADDRESS: 2656 IDLEWOOD ROAD, PITTSBURGH, PA 15205

SIGNATURE OF BIDDER: 
CHRIS TRUBY, PRESIDENT

BID NO. 123-2013

DEPT./DIV. Water Quality – Kevin Wagner

1 OF 1

BID FOR: Annual Sanitary Sewer Cleaning Program

DATE

10/25/13

NO	VENDOR	1	2	3	4	5	6	7	8	Init
NO	VENDOR	BB	Date/Time	Init	NO	VENDOR	BB	Date/Time	Init	
1	Robinson Pipe Cleaning Company				5					
2	Professional Drain Services, Inc.				6					
3	Leak Eliminators				7					
4					8					
	ARTICLE									
	Investigation Work									
	8" – 12"	1,020,000.00	1,134,000.00							
	15" – 24"	81,000.00	130,050.00							
	Greater than 24"	12,500.00	22,500.00							
	Heavy Cleaning									
	8" – 12"	7,500.00	52,200.00	15,000.00						
	15" +	6,000.00	5,250.00	9,000.00						
	Bypass Pumping	2,250.00	0	4,500.00						
	Bypass Pumping Setup	12,000.00	0	24,000.00						
	TOTAL LUMP SUM	931,250.00	1,162,450.00	1,339,050.00						

MAYOR JIM GRAY



LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

ADDENDUM #2

Bid Number: #98-2018

Date: October 1, 2018

Subject: Annual Sanitary Sewer Cleaning Inspection

Inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

Prebid Meeting Notes attached.

Questions & Answers attached.

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: ROBINSON PIPE CLEANING COMPANY

ADDRESS: 2656 IDLEWOOD ROAD, PITTSBURGH, PA 15205

SIGNATURE OF BIDDER: _____


CHRIS TRUBY, PRESIDENT



LEXINGTON

WATER QUALITY

125 LISLE INDUSTRIAL AVENUE

LEXINGTON, KY 40511

ANNUAL SANITRY SEWER CLEANING INSPECTION PRE-BID MEETING

Bid number 98-2018

Minutes from Meeting

Brain Marcum from Purchasing leading the meeting.

LFUCG Employees present: Rod Chervus, Craig Prater, Jeff Baumgardner, and Mac Ferguson.

BRIAN-Procedures for bid:

Bid due to Purchasing no later than 2:00 p.m. on Thursday October 4th 2018.

LFUCG encourages all contractors to consider minority and veteran vendors.

5% of bond due at bid, 100% due after award of contract.

All questions to Brian Marcum.

Comments from Craig Prater:

This contract falls under the Consent Decree.

Any fines issued on the job will be passed on and is the responsibility of the contractor to pay.

Contractor is responsible for finding a water source, work with KY American Water Company.

Contractor can dump vector trucks at Town Branch Waste Water Facility. Must be cautious of overflows when dumping. Fines for overflows and that will passed on to contractor.

Contractor responsible for obtaining any Traffic Permits and all traffic control.

No scaled wages.

Field Inspectors will be available.

This is a 1 (one) year contract with the possibility of a 4 (four) one year renewals. Both parties agree to the extension.

LFUCG is GIS based and can provide maps upon request from contractor.

Questions from Contractors:

Q: TS-11 states uncovering manholes. Does this mean in asphalt areas?

A: No. This is for landscape and lawn areas

Q: Is there a field in GIS to delineate between easement and ROW?

A: No.

Q: Do we have to measure and record depth of manholes?

A: Yes. Manhole depths is a required field in PACP.

Q: TS-21 states 2 copies of DVD/External Hard Drive. Is this necessary?

A: No. 1 External Hard Drive can be used. Currently we pass back and forth a hard drive for interim deliverables. At the end of the contract one hard drive is to contain all of the data from the contract.

Copies of Sign In sheet distributed to contractors present.

Meeting adjourned at 10:20 a.m.

Bid # 98-2018 Annual Sanitary Sewer Cleaning Inspection – Questions

Question:

Are contractors allowed to stage equipment at the WWTP overnight and on weekends?

Answer:

No.

Question:

2.02 B on TS13 describes equipment as being a Self-Propelled Lateral Inspection/Pan and Tilt Mainline Inspection system capable of operating in lateral pipes 2" and larger. Could you please confirm no lateral inspections will be necessary and a lateral unit will not be required?

Answer:

Lateral launch inspection is not required for this contract.

TS 2.02 D Paragraph 2 states The camera will stop and perform a 360-degree rotation at each service connection (lateral).

Question:

Could the GIS shapefiles be provided at this time so Contractors could evaluate off-road easement work versus sewer located in the paved rights-of-way?

Answer:

No. We can only supply shape files to entities under contract. The maps at the end of the bid document show two areas that have been chosen for this contract and represent an estimated 50% of the required footage.

2. LEGAL STATUS OF BIDDER

Bidder ROBINSON PIPE CLEANING COMPANY

Date 10/04/2018

* 1. A corporation duly organized and doing business under the laws of the State of PENNSYLVANIA, for whom CHRIS TRUBY, bearing the official title of PRESIDENT, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

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

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

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

3. BIDDERS AFFIDAVIT

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

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

Chris Truby

(Affiant)

CHRIS TRUBY, PRESIDENT

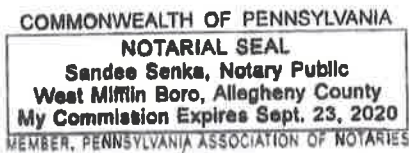
STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

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

CHRIS TRUBY on this the 2nd day of OCTOBER, 2018

My Commission expires: 9-23-20



Sandee Senks PA

NOTARY PUBLIC, STATE AT LARGE

Sewer Line Investigation Work					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Bid Amount
1	Sewer Line Cleaning/CCTV Inspection (8"-12")	600,000	LF	1.30	780,000.00
2	Sewer Line Cleaning/CCTV Inspection (15"-24")	45,000	LF	1.80	81,000.00
3	Sewer Line Cleaning/CCTV Inspection (greater than-24")	5,000	LF	5.00	25,000.00

Sewer Line Investigation Work - Other					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Bid Amount
4	Heavy Cleaning (8"-12")	30,000	LF	.10	3,000.00
5	Heavy Cleaning (15"+)	3,000	LF	5.00	15,000.00
6	Bypass Pumping	30	HR	75.00	2,250.00
7	Bypass Pumping Setup	15	EA	850.00	12,750.00

TOTAL OF ALL BID PRICES FOR Annual Sanitary Sewer Cleaning Program Project (Items 1 through 7) in words and figures. In case of discrepancy, the amount shown in words will govern.

NINE HUNDRED AND NINETEEN THOUSAND DOLLARS AND ZERO CENTS

(\$ 919,000.00)

5. **STATEMENT OF BIDDER'S QUALIFICATIONS**

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

1. Name of Bidder: ROBINSON PIPE CLEANING COMPANY
2. Permanent Place of Business: 3300 CAMP GROUND ROAD, LOUISVILLE, KY 40211
3. When Organized: 6/25/58
4. Where Incorporated: PENNSYLVANIA
5. Construction Plant and Equipment Available for this Project:

SEE ATTACHED

(Attach Separate Sheet If Necessary)

6. **Financial Condition:**

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

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

Travelers Casualty and Surety Company of America (Surety)

Signed: Brenda D. Hockberger (Representative of Surety)
Brenda D. Hockberger, Attorney-in-Fact

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

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)

Robinson Pipe Cleaning Company
2656 Idlewood Road
Pittsburgh, PA 15205

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address):

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

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Principal number, if any)

Annual Sanitary Sewer Cleaning and Inspection Program
Bid No. 98-2018

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

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

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

Signed and sealed this 4th day of October, 2018.

(Witness)

Demar Moore
(Witness) Demar Moore, Witness

Robinson Pipe Cleaning Company
(Principal) *(Seal)*

Chris Truby
(Title) CHRIS TRUBY, PRESIDENT

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

Brenda D. Hockberger
(Title) Brenda D. Hockberger, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Brenda D. Hockberger** of Chicago/Naperville, Illinois, their true and lawful Attorney-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



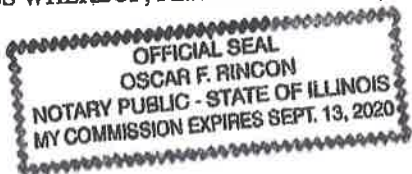
State of Connecticut
 City of Hartford ss.

By: *Robert L. Raney*
 Robert L. Raney, Senior Vice President

State of ILLINOIS
 County of COOK

On this 27th day of September, 2018, before me personally appeared Brenda D. Hockberger, known to me to be the Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



Oscar F. Rincon
 (Notary Public)

...may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of September, 2018



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Brenda D. Hockberger** of Chicago/Naperville, Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

State of ILLINOIS
County of COOK

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this 4th day of October, 2018, before me personally appeared Brenda D. Hockberger, known to me to be the Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



Oscar F. Rincon
(Notary Public)

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of October, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
SEE ATTACHED		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
LOUISVILLE & JEFFERSON COUNTY MSD	LOUISVILLE, KY	1,000,000.00
LOUISVILLE & JEFFERSON COUNTY MSD	LOUISVILLE, KY	1,200,000.00
LEXINGTON-FAYETTE UCG	LEXINGTON, KY	931,250.00
PADUCAH MCCRACKEN JOINT SEWER AGENCY	PADUCAH, KY	137,000.00

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
BRYAN FRANKLIN	VICE-PRESIDENT	8 YEARS
AARON BAKER	FIELD SUPERINTENDENT	7 YEARS
AARON PEELER	PROJECT MANAGER	6 YEARS
ROBERT MANERO	FOREMAN	9 YEARS

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
VIDEOTEK CONSTRUCTION	CLEAN/TV	YES	MBE
BIG MEADOW OIL	FUEL	YES	WBE
COULTER MAPPING SOL.	MAPPING COORDINATION	YES	WBE
ADE CONSTRUCTION	MH REHAB	YES	WBE
SEVEN SEAS CONST.	PIPELINE REHAB	YES	MBE

(USE ADDITIONAL SHEETS IF NECESSARY)

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



6 Loop Street, 4C Pittsburgh, PA 15215

September 24, 2018

Mr. Bryan Franklin
Robinson Pipe
5300 Camp Ground Rd
Louisville, KY 40216

Phone: 502-618-4400
Fax: 502-618-4401

RE: Annual Sanitary Sewer Cleaning
Bid No. 98-2018

Dear Mr. Franklin:

VideoTek Construction (VTC) is happy to submit this quote for the following services for the LFUCG Annual Sanitary Sewer Cleaning Project.

CONTRACTOR TO PROVIDE:

- Permission to use local water source.
- Suitable location for storage of collected waste removed during the cleanings
- Additional traffic control should it be necessary to provide more than standard traffic cones and truck-mounted arrow boards at no additional charge to VTC

COST PROPOSAL

VTC will provide, labor and equipment to perform work as specified herein for the following prices

ITEM	DESCRIPTION	COST/UNIT
1	Sewer line cleaning/CCTV Inspection (8"-12")	\$1.35 /LF
2	Sewer line cleaning/CCTV Inspection (15"-24")	\$1.80 /LF
3	Sewer line cleaning/CCTV Inspection (24"+)	\$2.50 /LF

Please contact us at 412-628-8394 should you have any questions regarding this quote.

Sincerely,

Victor H. Diaz
President

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE Yes/No</u>	<u>% of Work</u>
1. <u>SEWER LINE CLEANING/CCTV INSPECTOR</u>	Name: <u>VIDEOTEK CONSTRUCTION</u>	<u>YES</u>	<u>< 10%</u>
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 98-2018

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. VIDEOTEK CONSTRUCTION 6 LOOP STREET, #C PITTSBURGH, PA 15215 412-628-8394	MBE	SEWER LINE CLEANING	TBD	< 10%
2.				
3.				
4.				

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

ROBINSON PIPE CLEANING COMPANY
Company
10-04-18
Date

Company Representative
 CHRIS TRUBY
 PRESIDENT
Title



LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # 98-2018

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. NONE					
2.					
3.					
4.					

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

ROBINSON PIPE CLEANING COMPANY

Company

10-04-18

Date

Company Representative

CHRIS TRUBY
PRESIDENT

Title



MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 98-2018

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name ROBINSON PIPE CLEANING COMPANY	Contact Person BRYAN FRANKLIN
Address/Phone/Email 2656 IDLEWOOD ROAD PITTSBURGH, PA 15205 bfranklin@robinsonpipe.com	Bid Package / Bid Date ANNUAL SANITARY SEWER CLEANING PROGRAM BID NO. 98-2018 DUE: OCTOBER 4, 2018

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
VIDEOTEK CONSTRUCTION	VICTOR DIAZ	412 628-8394	9/24/18	CLEAN & TV	PHONE	TBD	MBE	

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

ROBINSON PIPE CLEANING COMPANY

Company
 10-04-18

Date

Chris Truby

Company Representative CHRIS TRUBY

PRESIDENT

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 98-2018

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

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

Included documentation of advertising in the above publications with the bidders good faith efforts package

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

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

Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

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

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

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

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran

participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

ROBINSON PIPE CLEANING COMPANY

Company
10/04/18

Date


Company Representative CHRIS TRUBY

Title

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: SEE ATTACHED

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: SEE ATTACHED

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

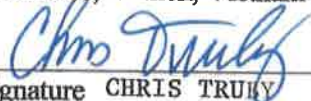
* Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

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

Bidders

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


Signature **CHRIS TRUBY**
PRESIDENT

ROBINSON PIPE CLEANING COMPANY

Name of Business

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

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

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of ROBINSON PIPE CLEANING COMPANY

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

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

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

12.

Workforce Analysis Form

ROBINSON PIPE CLEANING COMPANY

Name of Organization:

*****SEE ATTACHED*****

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

Prepared by: _____ Date: ____/____/____

Revised 2015-Dec-15

(Name and Title)

A067413
U= Z326551

EQUAL EMPLOYMENT OPPORTUNITY
2017 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. CARYLON CORP
2500 West Arthington Street
Chicago, IL 60612

SECTION C - TEST FOR FILING REQUIREMENT

2.a. ROBINSON PIPE CLEANING CO
2656 IDLEWOOD ROAD
PITTSBURGH, PA 15205
PITTSBURGH, PA 15205
ALLEGHENY COUNTY
C Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 561499 All Other Business Services

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS			1											
FIRST/MID OFFICIALS & MGRS			7						1					
PROFESSIONALS														
TECHNICIANS			3											
SALES WORKERS			3											
ADMINISTRATIVE SUPPORT			5						3					
CRAFT WORKERS	1		30	3					1					
OPERATIVES			9	1										
LABORERS & HELPERS			58	4					5					
SERVICE WORKERS			52	6					1					
TOTAL	1	0	52	6	0	0	0	0	5	1	0	0	0	0
PREVIOUS REPORT TOTAL	2	0	52	6	0	0	0	0	5	1	0	0	0	0

W.E. 10/17/17

SECTION F - REMARKS

Emailed 4/30/18

13. EVIDENCE OF INSURABILITY

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

Names Insured: ROBINSON PIPE CLEANING COMPANY Employee ID: _____
 Address: 2656 IDLEWOOD ROAD, PITTSBURGH, PA 15205 Phone: 412-921-2100
 Project to be insured: ANNUAL SANITARY SEWER CLEANING & INSPECTION 98-2018

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ as required	Zurich American Ins Co	27855	A+XV
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$ as required	Zurich American Ins Co	27855	A+XV
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w /endorsement as noted	\$ 1,000,000	Zurich American Ins Co	27855	A+XV

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

Arthur J. Gallagher Risk Management Services

Agency or Brokerage: Christina Zurnick
 2850 Golf Rd
 Street Address: Rolling Meadows, IL 60008
 City: _____ State: _____ Zip: _____
 Title: Client Service Manager
 Authorized Signature: Christina Zurnick
 Date: 9/27/2018

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

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

14. DEBARRED FIRMS

PROJECT NAME: ANNUAL SANITARY SEWER CLEANING & INSPECTION PROGRAM

BID NUMBER: 98-2018

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

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

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

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

ROBINSON PIPE CLEANING COMPANY

Name of Firm Submitting Bid


Signature of Authorized Official
CHRIS TRUBY

PRESIDENT

Title

10/04/18

Date

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: ROBINSON PIPE CLEANING COMPANY

Project: ANNUAL SANITARY SEWER CLEANING & INSPECTION PROGRAM

Printed Name and Title of Authorized Representative: CHRIS. TRUBY, PRESIDENT

Signature: 

Date: 10/04/18

END OF SECTION

ROBINSON PIPE CLEANING COMPANY

Statement of Qualifications

Prepared for
**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**



ROBINSON PIPE CLEANING

A Carylton Company

Statement of Qualification

Prepared for



for

**Annual Sanitary Sewer Cleaning & Inspection Program
Bid No. 98-2018**



Carylon Corporation

The Environmental Protection Specialists

PROFILE

Robinson Pipe Cleaning Company is a privately-owned company that is part of the Carylon Corporation. Our main office is in Pittsburgh, PA, and we also operate satellite facility in Louisville, KY. The Carylon Corporation is based in West Palm Beach, FL and owns 14 additional companies throughout the United States. All of the Carylon companies are engaged in similar businesses and share common equipment resources that can be mobilized as necessary for various projects throughout the country.

Long before "environment" became a household word, Carylon Companies were busy providing vital environmental maintenance services to the majority of municipalities and utilities and to more than half of the Fortune 500 companies throughout the United States.

A Pioneer

In 1949, National Power Rodding Corp. (the first of the Carylon companies) saw a need for better sewer cleaning equipment than was available at that time. As a result, they developed and patented the world's first heavy-duty "continuous rod" power rodder; an exceptional piece of machinery that proved to be far superior to anything on the market.

Innovative Solutions

Industrial plants and utility companies quickly saw the applications and benefits of our power-rodding service. They began contracting with us for the cleaning of blast-furnace stoves and rodding of underground utility ducts.

This added fuel to our enthusiasm for innovation. Soon thereafter, we became the first to research, develop and successfully use closed-circuit television to inspect sewers. By sending a specially designed television camera through the sewer we were able to locate causes of leaks and blockages without any excavation whatsoever. This new method of sewer inspection literally revolutionized the industry and is the basis for the present day maintenance of the world's sewer infrastructure.

Often, while televising a sewer, it was apparent to us that the pipeline was structurally sound and didn't need to be replaced if only its leaks could be successfully repaired from inside the pipe. This led us to design our own machines for still another innovative sewer maintenance procedure — internal pressure chemical grouting. Now, we not only could see the problem, we could solve it from inside the pipe without costly excavation.

Leading the Field

With the passing of the Water Pollution Control Act (PL 92-500) of 1972, our companies were again at the right place, at the right time. Our years of experience on-the-job and in designing special equipment proved to be invaluable. We knew what to do, how to do it, and had the physical resources already in place to ensure the work would be performed correctly, economically and on time. In the 1980s when laws were passed prohibiting the dumping of sludge into the oceans, our already equipped companies were among the first to provide municipalities with alternative dewatering and biosolids land application disposal methods.

Responsive

Carylon companies were among the first to provide privatized disaster response; giving top priority to requests for assistance following any natural or man-made disaster. The first news flashes had hardly aired when all of our available men and equipment were mobilized and ready for the massive cleanup operations that followed the Johnstown, PA; New Orleans, LA; Waterbury, CT; and Salt Lake City, UT floods; the Los Angeles, CA earthquake; Galveston, TX hurricane; and Mt. St. Helen volcanic eruption.

We were among the first private contractors to respond when a tunnel beneath Chicago's Loop was breached, causing the flooding of the city's entire downtown area. When the call for help came, our response was swift and sure. We knew after such disasters one of the most important and difficult tasks facing a municipality was the rapid cleanup and restoration of its municipal services. Our vast resource of men, equipment and experience helped these, and other



Carylon Corporation

The Environmental Protection Specialists

DIRECTORY OF COMPANIES

Robinson Pipe Cleaning Co.

- 2656 Idlewood Road Pittsburgh, PA 15205
Phone: 412-921-2100 Fax: 412-921-3600 Email: truby@robinsonpipe.com
- 5300 Camp Ground Road Louisville, KY 40216
Phone: 502-618-4400 Fax: 502-618-4401 Email: bfranklin@robinsonpipe.com

Carylon Corporation

2000 Palm Beach Lakes Blvd. Suite 201 West Palm Beach, FL 33409
Phone: 561-323-4737 Email: info@caryloncorp.com

Ace Pipe Cleaning, Inc.

- 1508 3rd Avenue North Nashville, TN 37208
Phone: 615-256-6622 Fax: 615-256-9108 Email: bjameson@acepipe.com
- 1509 Sylvania Court Fort Worth, TX 76111
Phone: 817-332-1115 Fax: 817-332-1557 Email: dubberoth@acepipe.com
- 2007 S. Brazos San Antonio, TX 78207
Phone: 210-224-5900 Fax: 210-224-5924 Email: dubberoth@acepipe.com
- 4410 Hunt Avenue St. Louis, MO 63110
Phone: 314-531-1127 Fax: 314-531-4584 Email: rpoertner@acepipe.com
- 6601 Universal Avenue Kansas City, MO 64120
Phone: 816-241-2891 Fax: 816-241-5054 Email: shontz@acepipe.com
- P.O. Box 323 Winkleman, AZ 85192
Phone: 520-200-4000 Fax: 520-356-6818 Email: shontz@acepipe.com

Blo-Nomic Services, Inc.

530 Woodlawn Street Belmont, NC 28012
Phone: 704-529-0000 Fax: 704-529-1648 Email: pf@blo-nomic.com

Deep South Industrial Services, Inc.

515 Industrial Drive Rockmart, GA 30153
Phone: 678-757-1022 Fax: 678-757-9926 Email: office@deepsouthind.com

Metropolitan Environmental Services, Inc.

5055 Nike Drive Hilliard, OH 43026
Phone: 614-771-1881 Fax: 614-771-2761 Email: office@metenviro.com

Mobile Dredging & Video Pipe, Inc.

- 11420 Old Baltimore Pike Beltsville, MD 20705
Phone: 301-931-0707 Fax: 301-931-0990 Email: rschmidt@mdvpinc.com
- 1566 Harding Highway Newfield, NJ 08344
Phone: 856-697-1900 Fax: 856-697-0757 Email: dhuggler@mdvpinc.com
- 3100 Bethel Road Chester, PA 19013
Phone: 610-497-9500 Fax: 610-497-9708 Email: jvetter@mdvpinc.com



Carylon Corporation
The Environmental Protection Specialists

SERVICES AND CAPABILITIES

The Carylon Corporation provides the following environmental maintenance services to industries, municipalities and utilities throughout the United States and Canada:

SEWER CLEANING

Sewers are quickly and thoroughly cleaned using high-velocity jetting equipment operating at pressures up to 2,500 psi and specially-designed, machine-driven buckets and scrapers that are specifically sized for the pipe being cleaned.

COLOR TV INSPECTION

Specially designed mini, crawler Pan and Tilt color cameras are used to pinpoint problems in sewer and process pipelines and potentially explosive and/or hazardous atmospheres. Includes narrated videotape and computer-generated report of the inspection.

PRESSURE CHEMICAL GROUTING

Custom-built pressure chemical grouting equipment is used by trained technicians to stop infiltration/inflow by isolating and internally sealing leaks in sewers. Operation is handled entirely from above ground without any excavation, blockage of sewers or by-passing of sewage.

SEWER REHABILITATION

Lining of sewers using cured-in-place slp lining methods as well as various point repair technologies.

MANHOLE REHABILITATION

Specialists trained in our Spray-Seal method of manhole rehabilitation restore manholes and other structures to "better than new" condition in less time than it would cost to replace them--and at a fraction of the cost.

SLUDGE REMOVAL

Sediment and oily wastes are removed using industrial vacuum equipment, specialized pumps, and mechanical equipment.

HYDRAULIC DREDGING

Hydraulic dredging equipment is used to remove sediment, sludge, and other material from lined and unlined ponds, treatment ponds or basins, lakes, river inlets or discharge points, and stormwater surge basins.

SLUDGE DEWATERING

Mobile dewatering equipment, including belt filter presses, recessed chamber plate and frame presses, centrifuges and transportable treatment units (for hazardous wastes) are used to reduce sludge to a dry cake-like material that is suitable for landfill disposal, incineration, recycling/recovery or beneficial reuse.

BIOSOLIDS LAND APPLICATION

Liquid and dewatered biosolids are transported and land applied to permitted land application sites. Site acquisition, permitting, soil sampling, site monitoring and reporting services are provided in the biosolids application program.

SITE REMEDIATION

Experienced 40 Hour OSHA trained heavy equipment operators complete site remediation projects such as lagoon closures, cappings, removal of contaminated soils/sludges and underground storage tanks, EPA regulated site closures and oil spill cleanups.



ROBINSON PIPE CLEANING

A Carylton Company

5300 Camp Ground Road, Louisville, KY 40216
 phone: (502) 618-4400 fax (502) 618-4401

Municipal Sewer Pipe Projects Experience Summary Table
 (Recent References and Experience - Partial Listing)

Work Location	Client/Contact(s)	Pipe Size	Pipe Material	Length Inspected	Dates	Project Description
Louisville, KY	Louisville & Jefferson County MSD 700 West Liberty Street Louisville, KY 40203 Engineer: Tony Marcot 502-540-6000	6 - 48"	various	~1,500,000' per year	2009 - current	Annual contract for cleaning and CCTV inspection of on and off-road sewers within residential and industrial settings
Lexington, KY	Lexington Fayette Urban County Government 125 Liele Industrial Avenue Lexington, KY 40511 Kevin Wagner - 859-425-2479	8-48"	Various	800,000 Per Year	2013 - Current	Annual contract for cleaning and CCTV inspection of on and off-road sewers within residential and industrial settings
Covington, KY	Sanitation District No. 1 1045 Eskom Drive Fl. Wright, KY 41017 Greg Brammwerst	8-48"	Various	500,000 Per Year	2013 - Current	Annual contract for cleaning and CCTV inspection of sewers with residential and industrial debris
Radcliff, KY	Hardin County Water District 1 350 E. New St. Radcliff, KY 40160 Justin Metz; 270-351-8270	6-30"	Various	70,000' Per Year	2014 - Current	Annual contract for cleaning and CCTV inspection of sewers with residential and
Lynchburg, VA	City of Lynchburg 525 Taylor Street Lynchburg, VA 24501 Mr. Eric Schneider, P.E. - 434-455-0089	8-54"	Various	80,000'	2005-2014	Cleaning & CCTV/Sonar inspections with: Cuss Camera & Marine Electronics Sonar
Kansas City, MO	Ace Pipe Cleaning Inc. 4000 E Truman Road Kansas City, MO 64127 Timothy Heger - 816-241-2881	8-18"	Various	90,000'	November 2015- January 2016	Support of sister Company's annual contract for cleaning and CCTV inspection of
Calvert City, KY	Calvert City Water and Sewer 861 E. 5 th Ave Calvert City, KY Roger Colburn - 270-395-7138	6-48"	Various	20,000	2014	Contract for cleaning and CCTV inspection of sewers
Paducah, KY	GRW Engineering 801 Corporate Dr Lexington, KY 40503 859-223-3939	12-36"	Various	100,000	2013	Contract for cleaning and CCTV inspection of sewers
Batavia, OH	Institutform Technologies 3888 Weiden Dr Lebanon, OH 45036 John Sebolt - 513-767-1549	8-12"	Various	38,000	2014	Contract for cleaning and CCTV inspection of sewers
Dayton, OH	Institutform Technologies 3888 Weiden Dr Lebanon, OH 45036 John Sebolt - 513-767-1549	8-12"	Various	20,000'	2014	Contract for cleaning and CCTV inspection of sewers prior to CIPP Lining



ROBINSON PIPE CLEANING

A Carylon Company

2656 Idlewood Road Pittsburgh, PA 15205
 phone: (412)-921-2100 fax (412) 921-1500

Municipal Sewer Pipe Projects Experience Summary Table (Recent References and Experience - Partial Listing)

Work Location	Client/Contractor(s)	Pipe Size	Pipe Material	Length Inspected	Dates	Project Description
Pittsburgh, PA	Allegheny County Sanitary Authority 3300 Prebble Avenue Pittsburgh, PA 15233 Mr. Mike Lichte: 412-734-8259	> 12"	various	350,000'	2016-present	CONTRACT 1646 ALLEGHENY COUNTY SANITARY AUTHORITY CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION IN SUPPORT OF MUNICIPAL TRUNKLINE REGIONALIZATION CONTRACT ONE
Pittsburgh, PA	Independent Enterprises 5020 Thomas Run Rd Oakdale, PA 15071 Mr. Jack Cargnani 412-221-3435	12-48"	various	25,000'	November 2017 - present	Robinson Pipe Cleaning performed cleaning and CCTV work as a subcontractor on CONTRACT NO. 1658A ALLEGHENY COUNTY SANITARY AUTHORITY Annual Interceptor Cleaning Contract
Pittsburgh, PA	RedZone Robotics 91 43rd St #250 Pittsburgh, PA 15201 Mr. Charles Pucisid 412-476-8880	12-48"	various	500'	December 2017 - January 2018	Robinson Pipe Cleaning performed dropshaft inspections as a subcontractor on CONTRACT NO. 1679 ALLEGHENY COUNTY SANITARY AUTHORITY INSPECTION OF DEEP TUNNEL SYSTEM
Pittsburgh, PA	Allegheny County Sanitary Authority 3300 Prebble Avenue Pittsburgh, PA 15233 Mr. Mike Lichte: 412-734-8259	30"	Conc	5,700	2014	CONTRACT 1483 ALLEGHENY COUNTY SANITARY AUTHORITY MONONGAHELA SUBAQUEOUS INTERCEPTOR CLEANING and SONAR inspection of a subaqueous interceptor requiring 3 access shafts to be constructed in the river
Pittsburgh, PA	Allegheny County Sanitary Authority 3300 Prebble Avenue Pittsburgh, PA 15233 Mr. Mike Lichte: 412-734-8259	12-48"	various	2,500'	2008	Robinson Pipe Cleaning performed dropshaft inspections on CONTRACT NO. 1470 ALLEGHENY COUNTY SANITARY AUTHORITY INSPECTION OF ALCOOSAN DROPSHAFTS
Akron, OH - 2017 Small Dia Cleaning & Inspection Contract A	Burgess & Niple, Inc. 50 South Main Street, Suite 600 Akron, OH 443018 Mary Ann Driscoll (330) 376-5787	5-24"	various	150,000	June 2017 - December 2017	Contract for cleaning, CCTV inspection of sewers within residential and industrial locations
Akron, OH - 2017 Small Dia Cleaning & Inspection Contract B	Burgess & Niple, Inc. 50 South Main Street, Suite 600 Akron, OH 443018 Mary Ann Driscoll (330) 376-5787	6-24"	various	110,000	June 2017 - December 2017	Contract for cleaning, CCTV inspection of sewers within residential and industrial locations
Akron, OH - 2016 Small Dia Cleaning & Inspection Contract A	Burgess & Niple, Inc. 50 South Main Street, Suite 600 Akron, OH 443018 Mary Ann Driscoll (330) 376-5787	6-24"	various	142,000	June 2016 - December 2016	Contract for cleaning, CCTV inspection of sewers within residential and industrial locations
Akron, OH - 2016 Small Dia Cleaning & Inspection Contract B	Burgess & Niple, Inc. 50 South Main Street, Suite 600 Akron, OH 443018 Mary Ann Driscoll (330) 376-5787	6-24"	various	150,500	June 2016 - December 2016	Contract for cleaning, CCTV inspection of sewers within residential and industrial locations
Akron, OH - 2015 Contract A	Burgess & Niple, Inc. 50 South Main Street, Suite 600 Akron, OH 443018 Mary Ann Driscoll (330) 376-5787	6-24"	various	285,000'	May 2015 - November 2015	Contract for cleaning, CCTV inspection of sewers and IMH locating within residential and industrial locations



ROBINSON PIPE CLEANING

A Carylon Company

2656 Millwood Road Pittsburgh, PA 15205
 Phone: (412)-921-2100 fax (412) 921-1500

Municipal Sewer Pipe Projects Experience Summary Table
 (Recent References and Experience - Partial Listing)

Work Location	Client/Contact(s)	Pipe Size	Pipe Material	Length Inspected	Dates	Project Description
Baldwin Boro	Baldwin Boro 3344 Churchview Ave Pittsburgh, PA 15227 John Barret 412-882-9600, ext. 251	6-24"	various	30,000	2012 - 2014	This work consisted of rehabilitation of approximately 500 ft of in-trench spot replacement, 2,000 linear feet of CIPP Spot Liners, and 3,000 feet of CIPP full length lining, 30,000 linear feet of cleaning and informally inspecting sewers ranging from 8-24" in diameter. Project also included wye connection and service lateral replacement, and protruding lateral removal.
Altoona, PA	Altoona Water Authority 144 Westley Treatment Plant Rd Duncansville, PA 16835 Ronald Smith- 814-948-2217 x2211	30-54"	various	~20,500'	June 2012- September 2012	Cleaning of very heavy debris from sanitary sewer interceptors in residential
Munhall, PA	Munhall San. Sewer Municipal Auth 1609 West Street Munhall, PA 15120 Engineer: Chester Engineers Sean Rosensteel 412-809-6600	6-60"	various	115,000'	May 2012- July 2012	Cleaning and CCTV of combined sewers within 45 day window
Altoona, PA	Altoona Water Authority 144 Westley Treatment Plant Rd Duncansville, PA 16835 Ronald Smith, 814-948-2217 x2211	24-42"	Various	~30,000'	July 2010 - May 2011	Cleaning of very heavy debris from sanitary sewer interceptors with limited access
Oil City, PA	Chivers Construction Company 8700 Tow Road Fairview, PA 16415 Mr. John Chivers- (814) 474-2637	18-36"	Various	12,000'	September 2010 - July 2011	Cleaning & CCTVSonar Inspections with Cues Camera & Marine Electronics Sonar
Pittsburgh, PA	Allegheny Co. Sanitary Authority 3300 Prebble Avenue Pittsburgh, PA 15233 Mr. Milton Lenthart-412-734-6259	18 - 48"	Various	78,000'	March 2008	Bucket machines and water jetting closed-circuit television equipment with

CHRIS TRUBY –PRESIDENT

Mr. Truby joined Robinson Pipe Cleaning Company in 2004 as a Project Manager. Mr. Truby then served as Project Manager and Vice-President of Robinson Pipe Cleaning Company and was named President in 2016. His responsibilities include involvement in the day-to-day operations, bidding, contract review, project reporting, and general oversight of a workforce of 50 laborers and operators.

Including his time with the Carylon Corporation, Chris has worked in the environmental services industry for almost 30 years. His early employment experience as a field biologist included erosion and sedimentation studies, water quality work for NPDES permitting, and bioassay toxicity testing. Chris then worked as a waste compliance technician and later became manager of his department and a waste management compliance consultant knowledgeable in all aspects of RCRA, TSCA, CERCLA, and various state and local waste management regulations.

EDUCATION

Bachelor of Science, Biology with Chemistry minor and Biology Education – Indiana University of Pennsylvania
Continuing Education courses at Pennsylvania State University

SPECIAL TRAINING, CONTINUING EDUCATION AND CERTIFICATIONS

NAASCO Pipeline Assessment and Certification Program – User
40 Hour HAZWOPER Training in accordance with OSHA - 29 CFR 1910.120
10 Hour OSHA Construction Industry Safety and Health Training
Permit Required Confined Space Entry in accordance with OSHA-29 CFR 1910.146
Lock-Out/Tag-Out Safety Training in accordance with the OSHA 29 CFR 1910.147
Respiratory Protection Training in accordance with OSHA 1910.134
Hazard Communication/Right to Know Safety Training in accordance with OSHA 1926.59
Hazardous and Toxic Waste Management
PA DEP Residual Waste Management
DOT Hazardous Waste Materials and Hazardous Waste Shipping
Weapons of Mass Destruction

Aaron Peeler – Senior Data Analyst

Mr. Peeler joined Robinson Pipe Cleaning Company in 2012. Prior to this, he acquired 4 years of data management experience with a degree from National College.

Currently Mr. Peeler serves as Senior Analyst of the Robinson Pipe Cleaning Louisville, KY location. His responsibilities include involvement in the day-to-day operations, project tracking, PACP QA/QC review and project reporting.

SIGNIFICANT PROJECTS

Louisville, KY Metropolitan Sewer District – Cleaning and televising of ~1,000,000 LF of pipe annually
City of Lexington, KY – Cleaning and televising ~600,000 LF of pipe annually
SD-1 – Covington, KY - Cleaning and televising ~200,000 LF of pipe annually
Joint Sewer Agency - Paducah, KY – Cleaning and televising ~125,000 LF of pipe
Louisville, KY Metropolitan Sewer District – Rubbertown - Cleaning and televising 30" Force Main

SPECIAL TRAINING, CONTINUING EDUCATION AND CERTIFICATIONS

NASSCO Pipeline Assessment and Certification Program
Permit Required Confined Space Entry in accordance with OSHA – 29 CFR 1910.146
Lock-out/Tag-Out Safety Training in accordance with OSHA – 29 CFR 1910.147
Respiratory Protection Training in accordance with OSHA – 29 CFR 1910.134
Fall Protection Training in accordance with OSHA – 29 CFR 1926.500, 1926.501, 1926.502, 1926.503
Hazard Communication/Right to Know Safety Training in accordance with OSHA – 29 CFR 1926.59

MICHAEL J. LONG, JR. - TECHNICAL REPRESENTATIVE - PROJECT MANAGER - ROBINSON PIPE CLEANING COMPANY

Joined the Carylton Corporation in 1991 with Robinson Pipe Cleaning Company.

Responsible for cost estimating bid projects and supervising various municipal and industrial cleaning projects, including hazardous waste remediation projects involving underground closed-circuit television inspection equipment. Coordinating field operations to meet all technical specifications and other customer criteria. Other responsibilities include hiring, training, and evaluating field personnel. Enforcing safety policies/procedures and taking immediate corrective action when unsafe acts or conditions are observed in the office, shop or at a field job site. Maintain and expand our established customer base.

Prior to 1991, worked in the pipe rehabilitation industry developing a knowledge of the latest trenchless technology. Beginning as a laborer in 1985, and progressing through various field and supervisory levels until establishing a current management position.

Education: December 1990 - BS Degree Industrial Engineering Technology School of Science & Technology, California University of Pennsylvania.

SPECIAL TRAINING/CONTINUING EDUCATION AND CERTIFICATIONS:

40 Hour Hazwoper Training in accordance with OSHA - 29 CFR 1910.120

8 Hour training update in accordance with OSHA - 29 CFR 1910-120

Permit Required Confined Space Entry in accordance with OSHA-29 CFR 1910.146

Hearing Conservation Training in accordance with OSHA 29 CFR 1926.52 & 1910.95

Lock-Out/Tag-Out Safety Training in accordance with the OSHA 29 CFR 1910.147

Respiratory Protection Training in accordance with OSHA 1910.134

10 Hour OSHA Construction Industry Safety and Health Training

Fall Protection Training in accordance with OSHA 29 CFR 1926.500, 1926.501, 1926.502, 1926.503

Hazard Communication/Right to Know Safety Training in accordance with OSHA 1926.59

TOM HIGGINS – HEALTH & SAFETY DIRECTOR

Mr. Higgins joined Robinson Pipe Cleaning Company in September of 2015. Prior to joining Robinson, he acquired 4 years of experience as a Safety Supervisor/Specialist in Mechanical Construction and the Oil & Gas Industries. In these positions, he led HSE inspections at job locations throughout the United States, conducted accident investigations, provided on-site safety supervision for large outages, and developed/updates numerous safety policies and procedures.

Currently, Mr. Higgins serves as the Health and Safety Director for Robinson Pipe Cleaning Company and he is the Chairman of the company's health and safety committee. His responsibilities include directing, implementing, and coordinating the company's safety policies and procedures, conducting orientation training to new employees and refresher training to current employees. Additional responsibilities include performing job site safety inspections, respirator fit testing, conducting weekly safety meetings and incident investigation.

EDUCATION

Bachelor of Science, Safety Sciences – Indiana University of Pennsylvania

SPECIAL TRAINING, CONTINUING EDUCATION, AND CERTIFICATIONS

Graduate Safety Practitioner (GSP)
OSHA 10-Hour Construction Industry Safety and Health Training
PEC Safeland Basic Orientation Trainer
CPR, AED, and First Aid Certification
The Crosby Group – Fundamentals of Rigging Training
Construction Site Safety Certificate Program – OSHA Grant #SH22241160F18
Permit Required Confined Space Entry Training in accordance with OSHA 29 CFR 1910.146
Hearing Conservation Training in accordance with OSHA 29 CFR 1926.52 & 1910.95
Lockout/Tagout Safety Training in accordance with OSHA 29 CFR 1910.147
Respiratory Protection Training in accordance with OSHA 1910.134
Fall Protection Training in accordance with OSHA 29 CFR 1926.500
Hazard Communication Training in accordance with OSHA 29 CFR 1926.59

CORPORATE EQUIPMENT LIST AS OF 6/1/98

INDUSTRIAL WET/DRY VACUUM LOADERS

144 4,500 CFM to 7,500 CFM, 8" TO 10" Suction Inlets -
16 to 20 yards capacity

HYDRO EXCAVATION UNITS

14 Special Hydrovac Non-mechanical Excavation with
Hydro Augur and Attachments

HYDROBLASTERS

68 Trailer/Truck Mounted Units - ranging 22 GPM to
60 GPM @ 10,000 PSI

14 Trailer/Truck Mounted @ 20,000 PSI Unit or above

D.O.T. VACUUM TANKERS

60 1,600 TO 8,000 gallon Tank Wagon Trailers w/Product Pump

MOBILE DEWATERING UNITS

50 Twin Belt Filter Presses
5 Centrifuges
28 Plate & Frame Filter Presses
5 Transportable Treatment Units

JETTER/VACUUM COMBINATION SEWER CLEANING

86 3,500 TO 5,200 CPM 8" suction inlets - 8 to 16 yard capacity

JETTING TRUCKS

82 80 GPM @ 2,000 PSI

CHEMICAL CIRCULATING UNITS

4 80 GPM 600' Head Recirculating Units

DREDGES

24 Hydraulic low-profile dredges capable of dredging depths of
1 to 35 feet (8" - 12" pumps are employed on these units)

HOT WATER HIGH PRESSURE CLEANERS

92 Up to 2,000 PSI @ 210 F

PUMPS 2" - 12"

102 Trash
128 Submersible
31 Dewatering
48 Pressure
43 Hydraulic

UTILITY TRUCKS

345 Various Pick-up, Stake Body, Dump Trucks

SAFETY AND HEALTH PROGRAM

COMPANY SAFETY EFFORT

Pre-job Survey

Our safety effort starts with a good job survey. A job is either called for schedule by a customer or a request for a proposal is solicited from a customer.

In either case, a "Call Survey Sheet" is completed by the superintendent/salesman assigned to review the project (see attachment). The form was expanded several years ago to focus on worker and environmental safety before dispatching crews to a job site. Providing the crew with the correct PPE and equipment to perform the service safely will help achieve our goal - loss reduction.

Pre-job Safety Tool Box Talks

A job site safety tool box talk by the job foreman is held prior to the start of a job. The meeting highlights the hazards anticipated and acts as a reminder to work safely. The extent of the safety meeting is dependent on the complexity and amount of hazards associated with the job.

Job Site Visits & Inspections

Executives, salesmen, superintendents visit job sites frequently and are responsible to review the work being performed from an operations and safety standpoint. A Supervisor's Daily Report is completed, along with a brief safety contact related to job site activities. The safety contacts will reinforce the positive attitude towards the safety program. Unsafe acts or conditions are corrected immediately at the job site. The Supervisor's Daily Reports are reviewed/discussed with field employees at the company safety meetings and again at the monthly management meeting.

Employee Safety Meetings

Employee safety meetings are held on a regular basis. The meetings are held to inform employees of the results of accident investigations, new safety procedures to be implemented and convey general safety information to the employees. Retraining and or recertification efforts may also be completed during these meetings.

Monthly Management Meetings

The management group at each subsidiary, from company president to superintendent, meet at a scheduled monthly meeting at which time the company's safety performance is reviewed; discussing any current accidents, safety training and D.O.T. driver file spreadsheets. The company utilizes a spreadsheet format to track safety training/driver file documentation as well as rescheduling necessary retraining topics (see attached enclosed spreadsheets).

PART IV
GENERAL CONDITIONS
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PART IV

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Addenda

Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

1.2 Agreement

The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment

The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bidder

An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

1.6 Bonds

Bid, performance and payment bonds and other instruments of security.

1.7 Calendar Day

A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

1.8 Change Order

A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.9 Contract Documents

The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

1.10 Contract Unit Price

The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

1.11 Contract Time

The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

1.12 CONTRACTOR

The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13 Defective

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.14 Drawings

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.15 Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective.

1.16 ENGINEER

The Lexington-Fayette Urban County Government Division of Water Quality or its authorized representative.

1.17 Field Order

A documented order issued by ENGINEER which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

1.18 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

1.19 Laws and Regulations

Laws, rules, regulations, ordinances, codes and/or orders.

1.20 Notice of Award

The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.21 Notice to Proceed

A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.22 OWNER

The Lexington-Fayette Urban County Government.

1.23 Partial Utilization

Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

1.24 Project

The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.25 Inspector

The authorized representative of the ENGINEER who is assigned to the site or any part thereof.

1.26 Shop Drawings

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.27 Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications

The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices.

1.29 Subcontractor

An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.30 Special Conditions

The part of the Contract Documents which amends or supplements these General Conditions.

1.31 Supplier

A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.32 Underground Facilities

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.33 Unit Price Work

Not applicable

1.34 Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

2.2 Copies of Documents

Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day specified in the Notice to Proceed.

2.4 Starting the Project

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Submittal of Schedules

Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to ENGINEER for review:

2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the

basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, ENGINEER, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; and (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE

3.1 General

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications,

manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 8.4.

3.3 Conflicts

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

3.4 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

3.5 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. ENGINEER shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions

4.2.1 Explorations and Reports

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4 ENGINEER'S Review

Engineer will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of ENGINEER'S findings and conclusions.

4.2.5 Possible Document Change

If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments

In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground

facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

4.4 **Reference Points**

OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

5. **CONTRACTOR'S RESPONSIBILITIES**

5.1 **Supervision**

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the ENGINEER and the general public. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be

terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Superintendence

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to ENGINEER.

5.4 Start-Up and Completion of Work

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the

Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the ENGINEER of all such instances at least five (5) days in advance of receiving the proposals. The Engineer will then determine which size, weight, trade grade, quality, finish, etc., is required.

5.5.2 Coordination of Work

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

5.6 Adjusting Progress Schedule

CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

5.7 Substitutes or "Or-Equal" Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/ENGINEER if sufficient information is submitted by CONTRACTOR to allow OWNER/ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/ENGINEER will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/ENGINEER from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results

called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/ENGINEER in evaluating the proposed substitute. OWNER/ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/ENGINEER, if CONTRACTOR submits sufficient information to allow OWNER/ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/ENGINEER will be similar to that provided in paragraph 5.7.1 as applied by OWNER/ENGINEER.

5.7.3 OWNER/ENGINEER'S Approval

OWNER/ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/ENGINEER will record time required by OWNER/ENGINEER and OWNER/ENGINEER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/ENGINEER and OWNER/ENGINEER'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to ENGINEER

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

5.8.2 Objection After Due Investigation

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof, OWNER'S or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County Engineer determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or

indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 Agreement Between Contractor and Subcontractors

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER.

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

5.9 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.10 Permits

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

5.11.2 Specifications and Drawings at Variance

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

5.12 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas

or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.1 Loading of Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.14 **Record Drawings**

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying with applicable procedures specified, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.15.3 Review by CONTRACTOR

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

5.15.5 ENGINEER'S Approval

ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance

with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

5.15.6 Responsibility for Errors and Omissions

ENGINEER'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work

Where a Shop or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

5.16 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

5.17.2 Stormwater Pollution Prevention

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:

- a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
- b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
- c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and

responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through ENGINEER.

7.2 Data and Payments

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

7.3 Lands, Easements, and Surveys

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

7.4 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.5 Inspections, Tests and Approvals

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

7.6 Stop or Suspend Work

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

8. ENGINEER'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

ENGINEER will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

8.2 Visits to Site

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

ENGINEER will provide an Inspector to assist ENGINEER in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

8.4 Clarifications and Interpretations

ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 Authorized Variations in Work

ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

8.6 Rejecting Defective Work

ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

8.7 Shop Drawings

In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

In connection with ENGINEER'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

8.9 Payments

In connection with ENGINEER'S responsibilities with respect to Applications for Payment, etc., see Article 13.

8.10 Determinations for Unit Prices

ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

ENGINEER will review with CONTRACTOR ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

8.11 Decision on Disputes

ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on Engineer's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither ENGINEER'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

8.12.3 CONTRACTOR'S Means, Methods, Etc.

ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.12.4 Acts of Omissions of CONTRACTOR

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 Claims

Claims for an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

9.3 Work Not in Contract Documents

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

9.5 Notice of Change

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

10.2 Claim for Increase or Decrease in Price

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 Unit Prices

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum

By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

10.3.3 Cost Plus Fee

On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

10.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll Costs

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental Costs

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

10.5 Not to Be Included in Cost of the Work

The term Cost of the Work shall not include any of the following:

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of

the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Principal Office

Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Capital Expense

Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Bonds and Insurance

Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

10.5.5 Costs Due to Negligence

Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Contractor's Fee

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

10.7 Itemized Cost Breakdown

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER, CONTRACTOR agrees that:

10.8.1 Materials and Equipment

The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 Other Costs

CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work

10.9.1 General

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 Change Order

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

11.2 Justification for Time Extensions

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 Time Limits

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

ENGINEER and ENGINEER'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections

12.3.1 Timely Notice

CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The ENGINEER may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the ENGINEER or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the ENGINEER.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

12.3.3 On-Site Construction Test and Other Testing

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 OWNER May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work

If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and

other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

12.8 OWNER May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the Engineer deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the Engineer's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.3 CONTRACTOR'S Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

ENGINEER will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 ENGINEER'S Recommendation

ENGINEER may refuse to recommend the whole or any part of any payment, if, in ENGINEER'S opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

13.5 Partial Utilization

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

13.6 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

13.8 Final Payment and Acceptance

13.8.1 ENGINEER'S Approval

If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, after receipt of the final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is

less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.9 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

13.10.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

13.10.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.2 OWNER May Terminate

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

14.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

14.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

14.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

14.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.8 if CONTRACTOR disregards the authority of ENGINEER, or

14.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from

the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

14.2.10 If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.

14.2.11 This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

14.2.12 This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

14.3 CONTRACTOR'S Services Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Payment After Termination

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including,

but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

15.2.1 That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declaratory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declaratory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

15.2.2 That it is an unlawful practice for an employer:

15.2.2.1 to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

15.2.2.2 to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.

15.2.3 That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

15.2.4 That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

15.2.5 This Ordinance shall take effect after it is signed, published and recorded, as required by law.

15.3 Temporary Street Closing or Blockage

The CONTRACTOR will notify the ENGINEER at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

15.4 Percentage of Work Performed by prime CONTRACTOR

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the ENGINEER determines that the reduction would be to the advantage of the OWNER.

15.5 Clean-up

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment,

excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

PART V
SPECIAL CONDITIONS
INDEX

1	BLASTING	SC-2
2	RISK MANAGEMENT PROVISIONS – INSURANCE AND INDEMNIFICATION	SC-3
3	WAGE SCALE (if applicable)	SC-7

1. BLASTING

Blasting shall only be allowed with the specific written permission from the OWNER and the CONTRACTOR will be fully responsible and will be required to provide additional insurance.

Blasting is only allowed by a licensed blaster in compliance with the State of Kentucky Laws, KRS Section 351.310 – 351.340 and applicable rules and regulations issued by the Department of Mines and Minerals.

CONTRACTOR shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of the intent to use explosives. Give such notice sufficiently in advance to enable those being notified to take the necessary steps to protect their property from injury. CONTRACTOR will be liable for any and all damages and claims made as a result of his blasting operations.

CONTRACTOR shall preserve the original bearing value of rock located under proposed structure foundations from damage by blasting, by concussion from the blasting or by excessive breakage. The CONTRACTOR shall bear any increase in structure costs caused by blasting damage to rock under proposed foundations.

2.

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) The work and services performed hereunder involve a CONSENT DECREE as further explained in Part 1-Advertisement for Bids, provision 13. These provisions are incorporated herein by reference as if expressly stated.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.

- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement.
- e. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.
- h. Owner requests that the Bidder obtain an Umbrella Liability endorsement to the CGL policy for a limit of liability of \$ NA and that this CGL policy endorsement be renewed for one (1) year after completion of this project.

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

3. WAGE SCALES – Not applicable.

END OF SECTION

PART VI
CONTRACT AGREEMENT

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3. ISSUANCE OF WORK ORDERS
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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 18 day of December, 2018, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and Robinson Pipe Cleaning Company, doing business as ~~*(an individual) (a partnership)~~ (a corporation) located in the City of Louisville, County of Jefferson, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Nine hundred, nineteen thousand Dollars and NO Cents (\$ 919,000.00) quoted in the proposal by the CONTRACTOR, dated October 4, 2018, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by The Division of Water Quality for the **ANNUAL SANITARY SEWER CLEANING and INSPECTION PROGRAM.**

2. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as **THREE HUNDRED SIXTY FIVE (365)** calendar days ending on or before December 31 (as long as the contract is in force). The time shall begin ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT AND CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR DAMAGES SUFFERED BY OWNER AS A RESULT OF THE DELAY CAUSED BY CONTRACTOR.**

Should the contractor fail or refuse to complete the work within the time specified in his Proposal and/or Contract (or extension of time granted by the owner), the Contractor shall pay liquidated damages in an amount of **\$400.00 per day**. The amount of liquidated damages shall in no event be considered as a penalty, nor other than an amount agreed upon by the Contractor and the Owner for damages, loses, additional engineering, additional resident representation and other cost that will be sustained by the owner, if the Contractor fails to complete the work within the specified time. Liquidated damages will be applied on a rate per day for each and every calendar day (Sundays and holidays included) beyond the Contract expiration date stipulated in the Contract Documents, considering all time extension granted. **These Liquidated Damages are in addition to any other damages/fees/penalties that are incurred as a result of Consent Decree requirements.**

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, as estimated by the Engineer, less the aggregate of previous payments.

6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

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

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

7. THE CONTRACT DOCUMENTS

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

8. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

9. CONSENT DECREE REQUIREMENTS

9.1 OWNER, the United States Environmental Protection Agency, and the Commonwealth of Kentucky have entered into a Consent Decree in a case styled *United States, et al. v. Lexington-Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Case No. 5:06-CV-00386 (“CONSENT DECREE”), that requires OWNER to complete numerous projects related to its sanitary sewer system and stormwater management program within specific periods of time.

9.2 TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR is aware that the OWNER is subject to penalties for non-compliance with the CONSENT DECREE deadlines. The CONTRACTOR shall be specifically liable and responsible for payment of any and all penalties, fines, or fees assessed against or incurred by the OWNER as a result of any delay in, or non-performance of, any of the CONTRACTOR’s obligations or responsibilities under this Contract, or for any other damages suffered by OWNER as a result of such delay or non-performance. This shall specifically include, but shall not be limited to, any penalty, fine, fee, or assessment against the OWNER by the U.S. Department of Justice, U.S. Environmental Protection Agency, and/or the Kentucky Energy and Environment Cabinet related to the Consent Decree.

9.3 The provisions of this Section and the various rates of compensation for CONTRACTOR's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion.

9.4 If delays result by reason of acts of the OWNER or approving agencies, which are beyond the control of the CONTRACTOR, an extension of time for such delay will be considered. If delays occur, the CONTRACTOR shall immediately notify the OWNER, and within five (5) business days from the date of the delay apply in writing to the OWNER for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the PROJECT schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the OWNER of any of its rights in the Agreement. Section 9.6 of this Agreement (Disputes) shall apply in the event the parties cannot agree upon an extension of time.

In the event that the overall delay resulting from the above-described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified herein, the fees to be paid to CONTRACTOR shall be subject to adjustment as agreed upon

by the parties. Section 9.6 of this Agreement shall apply in the event the parties cannot agree upon an adjustment of fee.

9.5 If delays result solely by reason of acts of the CONTRACTOR, the CONTRACTOR shall be held liable for any financial penalties incurred by the OWNER as a result of the delay, including but not limited to those assessed pursuant to the CONSENT DECREE as provided in Section 9.2, above. Section 9.6 of this Agreement (Disputes), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The CONTRACTOR must immediately notify the OWNER in the event of such delay, and provide the OWNER a written action plan within five (5) business days on how it will attempt to resolve the delay.

9.6 DISPUTES

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the OWNER's Agent (Charles H. Martin, P.E., Director of Water Quality) and the CONTRACTOR. In the absence of such an agreement, the dispute shall be submitted to the OWNER's Commissioner, Department of Environmental Quality, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the Agreement in accordance with the directions of the OWNER.

10. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 9
III	Form of Proposal	P 1 thru 37
IV	General Conditions	GC 1 thru 50
V	Special Conditions	SC 1 thru 7
VI	Contract Agreement	CA 1 thru 7
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	TS 1 thru 28

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government.
Lexington, Kentucky
(Owner)

ATTEST:

[Signature]
Deputy
Clerk of the Urban County Council

BY:

[Signature]
MAYOR

[Signature]
(Witness)

(Title)

(Seal)

Robinson Pipe Cleaning Company
(Contractor)

[Signature]
(Secretary-Treasurer)*

BY:

[Signature]

[Signature]
(Witness)

President
(Title)

5300 Camp Ground Road 40216
(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND

PART VII

Bond No. 107018051

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Robinson Pipe Cleaning Co.

(Name of CONTRACTOR)

2656 Idlewood Road, Pittsburgh, PA 15205

(Address of CONTRACTOR)

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

called Principal, and Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called "OWNER" in the penal sum of: Nine Hundred Nineteen Thousand and 00/100
 Dollars, (\$919,000.00), for the payment of whereof Principal and Surety bind themselves, their
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for the ANNUAL
SANITARY SEWER CLEANING and INSPECTION PROGRAM in accordance with drawings and
specifications prepared by: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION
OF WATER QUALITY which Contract is by reference made a part hereof, and is hereinafter referred to
as the Contract.

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

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

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

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

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

IN WITNESS WHEREOF, this instrument is executed in 3 (Three) counterparts, each one of (number)

which shall be deemed an original, this the 10th day of December, 20 18.

ATTEST:

Lisa M. Lombardo
(Principal) Secretary -TREASURER
LISA M. LOMBARDO

ROBINSON PIPE CLEANING COMPANY
Principal

BY: Chris Truby (s)
CHRIS TRUBY, PRESIDENT
2656 Idlewood Road
(Address)
Pittsburgh, PA 15205

Janece Jones

Witness as to Principal

2656 IDLEWOOD ROAD
(Address)
PITTSBURGH, PA 15205

Travelers Casualty and Surety
Company of America
Surety

ATTEST:

Gina M. Damato
(Surety) Gina M. Damato

BY: Oscar F. Rincon
Attorney-in-Fact - Oscar F. Rincon
One Tower Square
(Address)
Hartford, CT 06183

(SEAL)

Carrie Smith
Witness as to Surety - Carrie Smith
One Tower Square, Hartford, CT 06183
(Address)

TITLE: _____
Surety

BY: _____

TITLE: _____

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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Oscar F. Rincon** of **Chicago/Naperville, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of December, 2018



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



STATE OF ILLINOIS }
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby
certify that Oscar F. Rincon Attorney -in-Fact, of the:

TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

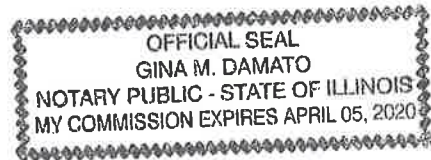
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and
delivered said instrument for and on behalf of:

TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said
County, this 10th day of December A.D. 20 18

Gina M. Damato
Notary Public



2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in 3 (Three) counterparts, each one of (number)

which shall be deemed an original, this the 10th day of December, 20 18.

ATTEST:

Lisa M Lombardo
(Principal) Secretary -TREASURER
LISA M. LOMBARDO

(SEAL)

Robinson Pipe Cleaning Co.
(Principal)

BY: Chris Truby (s)
CHRIS TRUBY, PRESIDENT
2656 Idlewood Road
(Address)
Pittsburgh, PA 15205

Janece Jena
(Witness to Principal)
2656 Idlewood Road
(Address)
PITTSBURGH, PA 15205

Travelers Casualty and Surety
Company of America
(Surety)

ATTEST:

Gina M. Damato
(Surety) Gina M. Damato

BY: Oscar F. Rincon
(Attorney-in-Fact) Oscar F. Rincon

(SEAL)

Carrie Smith
Witness as to Surety - Carrie Smith
One Tower Square
(Address)
Hartford, CT 06183

One Tower Square
(Address)
Hartford, CT 06183

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

END OF SECTION



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Oscar F. Rincon** of **Chicago/Naperville, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of December, 2018



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



STATE OF ILLINOIS
COUNTY OF KENDALL



I, Gina M. Damato a Notary Public in and for said County, do hereby
certify that Oscar F. Rincon Attorney -in-Fact, of the:

- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

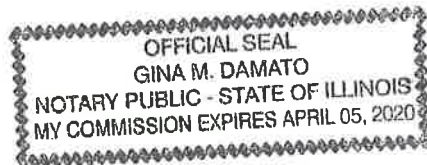
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and
delivered said instrument for and on behalf of:

- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said
County, this 10th day of December A.D. 20 18

Gina M. Damato
Notary Public



PART VIII

ADDENDA

All addenda issued during the bidding of the Project will be reproduced in the signed Contract Documents, on the pages following this heading sheet.

<u>Addendum Number</u>	<u>Title</u>	<u>Date</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

ANNUAL SANITARY SEWER CLEANING and INSPECTION PROGRAM

PART IX

TECHNICAL SPECIFICATIONS

INDEX

SECTION I	GENERAL SCOPE AND SPECIAL PROVISIONS	TS2-TS8
SECTION 2	CLEANING AND INTERNAL INSPECTION	TS9-TS17
SECTION 3	SEWER FLOW CONTROL	TS18-TS19
SECTION 4	BID SCHEDULE DESCRIPTIONS	TS20-TS20
SECTION 5	BASIS OF MEASUREMENT AND PAYMENT	TS21-TS22
SECTION 6	SAMPLE FORMS	TS23-TS28

TECHNICAL SPECIFICATIONS
SECTION 1
GENERAL SCOPE & SPECIAL PROVISIONS

1.01 GENERAL SCOPE OF WORK PERFORMED UNDER THIS CONTRACT:

A. PURPOSE:

The purpose of this section is to define inspection methods to collect data allowing an accurate analysis of the Lexington-Fayette Urban County Government's sanitary sewer system.

B. The Contractor shall provide all materials, labor and equipment necessary for completion of the Contract. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the Project shall be included.

C. Continuous Operations: The existing system must be maintained in continuous operation in such a manner that it meets all local, state, and federal requirements. The contractor is responsible not to deactivate or interfere with any system component required for continuous operation until a temporary system has been installed and is operational. The Contractor is responsible for payment of all fines resulting from any action or inaction on his part or the part of his subcontractors during performance of the Work that causes the facility/facilities to operate in an illegal manner or fail to operate in a legal manner.

1.02 SCOPE OF WORK:

This contract provides for the following correction measures:

- A. Cleaning - Clean lines as identified by the Contract.
- B. Internal Inspection - TV and videotape all lines identified by Contract shall be inspected and recorded by a NASSCO PACP certified technician.
- C. Mechanical Root Removal - Remove all roots in the sewers identified by Contract to allow completion of the project. Root removal shall be considered as one of the initial three regular cleaning passes.
- D. Heavy Cleaning - Remove all dirt, grease, rocks, sand, and other materials (excluding roots) in the sewers identified by work order from Engineer.
- E. Manhole Inspection - All manholes are to be inspected by a NASSCO MACP Certified technician. See Section 2.02-C.
- F. Uncovering Manholes - All manholes shall be uncovered as per stipulated in these Technical Specifications. See Section 2.01-E
- G. Protruding Tap Removal - Protruding taps shall be removed as specified by a work order from the Engineer.

1.03 DESIGNATION OF PARTIES:

All references in the specifications, contract documents and drawings to "Owner" shall mean the Lexington-Fayette Urban County Government (LFUCG); all references to "Engineer" shall mean the LFUCG Division of Water Quality or authorized representative.

1.04 ACCESS TO AND INSPECTION OF WORK:

Representatives of the Kentucky Department of Health, the Kentucky Department for Natural Resources and Environmental Protection and the local public health agencies shall at all times have full access to the project sites for inspection of the work accomplished under this contract and for inspection of all materials intended for use under this contract. The contractor shall provide proper facilities for such access and inspection.

1.05 UTILITIES REQUIRED BY CONTRACTOR:

All water, electric current and/or utility service required by the Contractor shall be furnished at his own expense. Contact Kentucky American Water for information on how to obtain water (for cleaning purposes), see Section 2.01 U: ACCESSIBILITY OF WATER FOR CLEANING.

1.06 TAXES, WORKMEN'S COMPENSATION AND PREVAILING WAGE:

Proposals shall be made to include any applicable taxes on payrolls, materials, equipment, vehicles, utilities, etc., including the Kentucky Sales Taxes and shall include compensation for such taxes on all work under this contract.

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

Federal or state wage rates and regulations are required for this Contract, will be as described in the Special Conditions Section.

1.07 WORK ON PRIVATE PROPERTY:

A. Private property is defined as property other than that belonging to the Owner. Highway and railroad rights-of-way, public parks, schoolyards and other such properties shall be considered private residences and businesses for the purpose of this paragraph.

B. In connection with water line, sewer line, gas line or similar work performed on "private property", the Contractor shall confine his equipment, the storage of materials and the operations of his workmen to rights-of-way provided for the

project by the Owner, and shall take every precaution to avoid damage to the buildings, grounds and facilities of the owners of private property. The Contractor shall be responsible for any damages to public and/or private property resulting from any work under this contract.

Other responsibilities involving access to work shall be as provided for in the General Conditions Part IV, 12.2.

- C. Fences, walls, hedges, shrubs, i.e. any and all landscaping etc., shall be carefully, preserved, and or replaced if damaged when work is completed. No separate payment shall be allowed for removal and replacement of fencing as necessary, to restrain livestock or domestic pets. Grassed areas, if damaged, shall be graded, fertilized and sodded when work is completed in accordance with the requirements of these Technical Specifications and is included in the cost of work to be done.
- D. It shall be the Contractor's responsibility to notify private property owners A **MINIMUM OF ONE (1) WEEK** in advance prior to any site access. Notices must be distributed to these property owners. These notices will inform the resident the type of work being conducted. The names and addresses of notified private property owners shall be recorded on distribution logs and said logs shall be delivered to the Division of Water Quality **48 hours** prior to the commencement of work. If not received work cannot begin. Sample of notice and log forms are in Section 6.
- E. Project Signs shall be place on all major thoroughfare streets in the neighborhood where work is being performed and shall include Company name, emergency number and type of work being done.

1.08 RIGHT-OF-WAY REQUIREMENTS:

It shall be the Contractors responsibility to notify the LFUCG Police Department's Safety Officer (859) 258-3600 prior to performing any construction work, which might interfere with traffic or compromise the public welfare or safety. The Contractor shall also be responsible for notifying the Division of Public Information and the Division of Traffic Engineering of any roadway blockages or traffic delays at least 48 hours in advance

Access to all existing subdivisions and private residences shall also be maintained unless otherwise directed.

1.09 SCHEDULING OF WORK:

On a weekly basis, the Contractor shall provide the Engineer with a tentative **three (3) - week** work schedule. This schedule **shall** be completed and delivered to the Engineer by **Wednesday morning** of each week. The Contractor shall make every effort to thoroughly plan his work and shall adhere to the schedule as closely as possible. Daily work logs will be turned in weekly. The Contractor shall turn in a copy of their Daily Work Logs which shall list any pay items performed that day on Mondays for the prior

week (unless Monday is a holiday then the next work day). **Without a schedule no work is to begin.**

1.10 **MAINTENANCE RECORDS:**

The Contractor shall keep accurate records on the preventive maintenance sewer cleaning on a day to day basis. A qualified representative of the Contractor shall enter these into a maintenance logbook. Entries and notations shall be made in a neat and legible manner, and these logs delivered to the Engineer upon completion of the preventive maintenance sewer cleaning. Approval for final payment will be contingent upon compliance with this provision.

1.11 **COMPLIANCE WITH SAFETY REGULATIONS:**

The equipment items furnished shall comply with all governing federal and state laws regarding safety, including all requirements of the Occupation and Safety Act of 1970 (OSHA).

It shall be the Contractor's responsibility to provide signs, traffic control devices, and obtain any required permits throughout the duration of this contract and is to be included in the cost of work to be done.

Contractor shall abide by county and state regulations governing utility construction work.

Traffic control shall be provided according to the most current version of the Kentucky Department of Highways Manual on Uniform Traffic Control devices for Streets and Highways.

1.12 **IDENTIFICATION REQUIREMENTS**

The Contractor shall be required to have workers and all equipment clearly identified.

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

1.13 Contact Numbers

The following is a list of office and personnel from whom the Contractor may be able to obtain information on the exact location of utility installations. These numbers were current at time bid was prepared, the Contractor is responsible for verifying all numbers/contacts.

Kentucky 811

800-752-6007

811

Kentucky American Water Company

Cole Mitchum 859-335-3415

Kentucky Utilities Company (Electric)

Tom Appell 859-367-4309

Columbia Gas Company

David Lemons 859-288-0249

Kentucky Department of Highways

859-246-2355

LFUCG Division of Water

Quality Rod Chervus 859-425-

2408

LFUCG Division of Traffic

Engineering Jeff Neal 859-258-3830

Cable-Spectrum

Ralph McDonie 859-514-1439

LFUCG Division of Streets, Roads and Forestry

Albert Miller 859-533-6570

Windstream Communications

Doug Blandford 859-357-

6250

Environmental Response Team (ERT)

1 (800) 928-2380

1.14 EMERGENCIES:

The CONTRACTOR shall provide the Engineer with an emergency telephone number where he or his coordinator may be reached on a 24 hour, daily basis.

1.15 COMMUNICATIONS:

The Contractor shall provide, for the duration of the contract, for the Engineer and/or the Owner's representative(s) a means of direct communication acceptable to the Engineer. This may be in the form of a cell phone number, e-mail address or radio. The form of communication and pertinent information related to the cell phone number, e-mail address or radio must be provided to the Engineer and/or the Owner prior to start of construction.

- A. The Division of Water Quality will provide the Contractor with an on call list for after regular work hours in case of an emergencies and \ or if assistance is needed from the Division of Water Quality on call personal.
- B. The Contractor shall notify the Division of Water Quality on call personal prior to work each day and shall notify the Division of Water Quality on call personal at the end of work each work day.

1.16 FLOW CONTROL:

The Contractor shall furnish and install all sewer plugs, bypass piping and pumping equipment where necessary to adequately handle existing flow rates during the inspection. Any overflow shall be reported to Kentucky Division of Water, Environmental Response Team (ERT) and the Engineer.

In general, the pumping equipment shall be positioned in or near the upstream end of the sewer section with piping laid to the next downstream manhole. Sewage shall only be bypassed to a downstream sanitary manhole or adjacent sanitary sewers. No overflow will be permitted.

Whenever flows in a sewer line are blocked or plugged, sufficient precautions shall be taken by the Contractor to protect the sewer lines from damage that might be inflicted by excessive sewer surcharging. Further, precautions shall be taken by the Contractor to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. If such damage occurs, it shall be the Contractors responsibility to clean, disinfect, and replace, where appropriate, any and all damaged public or private property as quickly as possible. The Contractor shall be available or make the necessary arrangements to perform work of this nature. If required, the Contractor shall hire an outside cleaning service to perform the cleaning at their expense.

Whenever bypass pumping is included in a pay item it includes set up and the hourly time. Plugging or using a Combination Jet/Vac truck is not a pay item.

1.17 DAILY CLEANUP:

At the end of each working day, the Contractor shall conduct a daily cleanup of trash, product containers, and misc. debris, at the individual work sites where he has performed or is performing repairs, as directed by the Engineer.

1.18 FEDERAL, STATE, AND LOCAL LAWS:

It shall be the Contractor's responsibility to research, understand, and comply with all federal, state, and local laws, codes, regulations, ordinances, etc., which relate to performing the work as described within this contract.

1.19 LOCATION OF WORK SITES:

In general, the work sites contained in this contract are separated by moderate to large distances, as compared with many other inspection programs.

It shall be the Contractor's responsibility to locate all work sites, including individual manholes. Manholes should be numbered in accordance with the numbering system used on the GIS Sanitary Sewer Infrastructure Data. The Contractor shall verify his locations with the Engineer prior to commencement of any work. The Engineer will provide the GIS Drawings.

1.20 COORDINATION MEETINGS:

The Contractor's project coordinator shall be required to attend any scheduled meetings with the Owner and Engineer. The Engineer will announce the location, date and time of monthly meeting. The purpose of these meetings will be to insure proper communication between all parties, convey pertinent information, and to discuss the status of the project.

1.21 WORKING HOURS:

All work on this Project shall be restricted to daylight hours, but may be further restricted by the ENGINEER if required; except emergency Work, such as any necessary pumping, which may require 24-hour operation. If the CONTRACTOR elects to Work beyond the normal work week, he shall notify the ENGINEER of his intent as far in advance as possible. Lane closures for all streets with a normal functional classification above local shall occur only between the hours of 9:00 a.m. and 3:00 p.m., except as approved by the ENGINEER.

TECHNICAL SPECIFICATIONS
SECTION 2
CLEANING AND INTERNAL INSPECTION

2.01 CLEANING:

A. GENERAL INFORMATION:

The intent of sewer line cleaning is to remove foreign materials from the lines and restore the sewer to a minimum of 95% of the original carrying capacity. Since the success of the other phases of work depends a great deal on the cleanliness of the lines, the importance of this phase of the operation is emphasized. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor may not be required to clean those specific sewer lines and manholes upon approval by the Engineer. If, however, in the course of normal cleaning operations, damage does result from pre-existing and unforeseen conditions such as broken pipe, the Contractor may be responsible. The Contractor should take every precaution to prevent accidental damage to the sewers being cleaned.

The Owner makes no guarantee that all of the sanitary sewers to be entered are clear for the passage of a camera. The methods used for securing passage of the camera are to be at the option of the Contractor, and the costs must be included in the bid price for television inspection. The cost of retrieving the television camera and cleaning equipment, under all circumstances, when it becomes lodged during inspection, shall be incidental to this portion of the work.

B. METHODS:

- I. The designated sewer line and sewer manhole sections shall be cleaned using a hydraulic root cutter or high velocity jet. Selection of the equipment used shall be based on the conditions of the sewers at the time the work commences. The equipment and methods selected shall be satisfactory to the Engineer (or the designee). The equipment shall be capable of removing dirt, grease, rocks, sand and other material and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. There shall be no extra payment made for this additional set up. Extreme care should be taken to prevent flooding of public or private property, (See Section 1.16). If, again successful cleaning cannot be performed or the equipment fails to traverse the entire sewer line section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned and the Engineer notified.

2. Heavy cleaning is defined as all cleaning necessary to remove grit or other material deposits exceeding 25% of the pipe diameter at the pipe invert (example 2 inches for 8 inch pipe) for the entire reach of pipe, or to remove grease deposits at a depth past the spring line of the pipe. Heavy cleaning shall only be performed with authorization from the Engineer.
3. Water level must be less than 1/3 full. For short span sags, use the nozzle to pull down the water level so the pipe can be seen. Short span water level issues may be accepted but they must include Miscellaneous General Observation (MGO) description and it must be evident in the video that the attempt to use nozzle/plugging was made.
4. Camera speed shall be less than 30 feet per minute.
5. **If the defect/pipe cannot be clearly seen, then the CCTV submittal will be rejected [IF PASSED BY AND NOT NOTED].**

C. EQUIPMENT:

High-Velocity Jet (Hydro-cleaning) Equipment: All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole wall and floors. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall have minimum of 500 feet of 1-inch ID high-pressure hose, a minimum capacity of 60 gallons per minute (GPM), and a working pressure of at least **1,200 pounds per square inch (PSI)**. The equipment shall carry its own water tank capable of holding a minimum of 900 gallons, auxiliary engines, pumps and hydraulically driven hose reel. The equipment may be either truck or trailer mounted as long as it adequately accomplishes the cleaning.

All controls shall be located so that the equipment can be operated above ground with minimal interference to traffic and/or danger to the operator.

D. HYDRUALIC AND/OR MECHANICAL ROOT REMOVAL:

- I. Roots shall be removed in the designated sections where root intrusion is a problem. Special attention should be used during the cleaning operation to assure complete removal of roots from joints. Procedures shall include the use of mechanical equipment such as root augers, porcupine drags or similar equipment. Line segment requiring root cutting shall be verified by CCTV inspection. If roots are cut, include MGO identifying the percent root blockage prior to cutting. A hydraulic root cutter could be used first on any root blockage that inhibits the field operator from viewing the pipe, past the blockage, in order to reduce the damage to any potential cross-bore by utilities (such as electrical conduit, gas lines, water lines, etc.). After the use of the hydraulic root cutter and all possibilities of a potential cross-bore have been removed,

a mechanical root cutter may be used to remove debris and root obtrusions.

2. The root auger equipment shall be approximately the same diameter as the sewer being cleaned. The auger(s) shall be kept sharp and have an attachment mounted ahead of the cutter that will permit the tool to "ride into" the next length of pipe rather than be stopped by an irregularity or offset in the pipe wall.
3. The porcupine drag shall be of a smaller diameter as the sewer being cleaned. The porcupine shall have stiff wire bristles that project an adequate distance so as to contact the sewer walls and effectively remove the majority of roots encountered.

E. MANHOLES:

All covered Manholes, buried less than "root depth" (2"-3") below grade shall be located and exposed at no cost (incidental to the work). Sides shall be laid back in order to not create a tripping hazard for pedestrians. Locating covered manholes shall be done with a shovel or sounding rod only.

F. MATERIAL REMOVAL:

1. All sand, rocks, roots, grease and other solid or semisolid material resulting from the clearing operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to downstream manhole sections could cause line stoppages, accumulations of sand in wet wells or damage to pumping equipment shall not be permitted. **If it is observed by the Engineer or his representative that materials have been allowed to be passed to the next downstream section, the Contractor will be required to both clean and CCTV that section at their cost with an inspector present to verify the line is cleaned.**
2. The Contractor shall furnish all equipment and appurtenances required for removal of the debris from the sewer system. No extra payments will be made for removing or disposing of the debris since this is considered a part of the cleaning scope of work.
3. All materials shall be removed from the site no less often than at the end of each workday. Under NO circumstances will the Contractor be allowed to accumulate debris, etc., on the site of work except in totally enclosed containers approved by the Engineer.

G. DISPOSAL OF DEBRIS

Unit prices for cleaning shall include the cost of trapping and removing any and all roots, sediments, and residual wastes from the sewer systems and manholes as cleaning progresses. Where a hydraulic jet sewer cleaner is used to scour and flush sewer lines, a vacuum unit or other suitable method as approved by the Engineer shall be used in conjunction with the hydraulic jet cleaner to remove and dewater the suspended matter from the downstream manhole.

The Contractor shall provide for the adequate transportation and satisfactory disposal of the debris removed from the system. Debris shall be disposed of at the LFUCG's Town Branch Waste Water Treatment Plant at 301 Lisle Industrial Avenue, Lexington, KY 40511 at no cost with adherence to the dumping procedures of LFUCG Waste Water Treatment Plant (otherwise dumping fees shall apply).

H. ACCESSIBILITY OF WATER FOR CLEANING:

The Contractor shall be required to obtain all fresh water necessary for performance of work under this contract. Section 1.12 of these Technical Specifications provides a local telephone number for Kentucky American Water Company to make arrangements for fresh water supplies.

I. FINAL ACCEPTANCE:

Acceptance of this portion of the work shall be made upon the successful completion of the subsequent internal television inspection and shall be to the satisfaction of the Engineer. Where cleaning is not found to be satisfactory, additional cleaning, up to three passes or up to 95% capacity of the pipe may be required by the Engineer at no cost to the Owner.

2.02 INTERNAL INSPECTION:

A. GENERAL:

I. All lines designated by the Engineer shall be internally inspected. The purpose of the inspection is to locate structural damage that may be present in the collection pipe and to perform a complete PACP inspection. CCTV shall be performed using software that is PACP approved by an operator that is PACP certified. **This data must be submitted in PACP version 4.4.2 or latest version unless otherwise requested. This allows for the data to be used in the ACCELA database.** If any other method is used and submitted it shall be rejected and a new submittal received using appropriate and approved software shall be submitted.

2. After cleaning, the collection pipe shall be visually inspected by means of closed circuit television (CCTV). The inspection will be done one pipe

section at a time and the flow in the section being inspected will be suitable controlled as specified. (See Section 3: SEWER FLOW CONTROL.)

3. Any structural damage found in the collection pipe impairing the CCTV inspection shall be documented and the Engineer should be notified immediately.
4. The Owner makes no guarantee that all the sanitary sewers to be entered are clear for the passage of a camera. The methods used for securing passage of the camera are to be at the option of the Contractor, and the costs must be included in the bid price for television inspection. The cost of retrieving the television camera, under all circumstances, when it becomes lodged during inspection, shall be incidental to this portion of work.

B. EQUIPMENT:

The Self-Propelled Lateral Inspection/Pan and Tilt Mainline Inspection System shall be designed to operate in 6" to 30" mainline sewer pipes and lateral pipes 2" and larger in diameter. The system shall be able to accomplish pan and tilt inspection of the mainlines and view the lateral services, and a second camera will be supplied to enter the lateral service from the mainline to inspect up to a maximum of 80 feet into the lateral. The multi-conductor system shall operate a 0' - 1000' cable utilizing dual cable reels only and shall have the ability to display both mainline and lateral footage. The self-propelled lateral inspection/pan and tilt mainline inspection system shall be compatible with additional main line television inspection equipment.

Cameras

Shall be 'waterproofed' with the ability to operate in underwater conditions up to 5 psi.

Shall utilize white **LED** lighting and have variable light intensity.

Shall be manufactured with solid state circuitry to withstand shocks and vibrations.

Shall have fixed focus, fixed iris, and auto speed shutter.

Shall be capable of providing a greater than 450 lines of resolution.

Scanning shall be 525 lines, 60 fields, 30 frames and 2:1 interface.

Camera power consumption shall be 175 mA at 15 volts DC

Cameras shall be interchangeable.

Geometric distortion of the image shall not exceed 2%.

To ensure adequate lighting for larger diameter pipe inspections, an additional light source containing (36) each solid state light emitting diodes shall be provide for the mainline camera only.

The light intensity of the additional light source shall be variable and controlled by the operator.

A unique over-voltage protection circuit shall be installed to prevent burnout of LED's

The television camera used for the inspection shall be one specifically designed and constructed for such inspection. The camera shall be small enough to pass through a six (6) inch diameter sewer and should be able to perform pan/tilt or pan/rotate operations. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operable in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500-line resolution video picture. Picture quality and definition shall be to the satisfaction of the Engineer and if unsatisfactory, equipment shall be removed and no payment made for unsatisfactory inspection. Data shall be provided in MPEG, .PDF and Access Database .JPG format and shall be recorded at standard speed.

The camera monitor shall be located within a vehicle that will accommodate three people to watch the sewer line inspection. The Engineer and Owner shall have access to view the television monitor at all times.

C. PACP & MACP Certified technician shall control the operation of the equipment from a control panel located in the vehicle and shall have control of the movement of the television camera at all times. This may be accomplished by means of a self-propelled camera unit, remote-control winches, by wireless telephone, two-way radio or other suitable means of communications between the winches at either end of the line segment being inspected.

The Contractor will be required to provide Proof of operator's PACP & MACP Certification at award of this contract.

The CONTRACTOR shall use NASSCO PACP standards to collect pipe defect data as well as material, shape and lining coding used throughout the project.

The CONTRACTOR shall use NASSCO MACP standards to collect manhole condition data as well as material coding used throughout the project.

The Contractor's CCTV Software shall be NASSCO-PACP certified.

D. RECOMMENDED METHOD FOR INTERNAL INSPECTION:

The camera shall be moved through the sewers in the downstream direction at a uniform rate not to exceed 30 ft. /min., stopping when necessary to insure proper documentation of the sewer's condition. Manual winches, power winches, TV cable and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions may be used to move the camera through the sewer line.

The camera will stop at each service connection and use the pan and rotate controls of the camera to inspect the condition of the service lateral. The camera operator shall perform a 360-degree rotation around each service connection and a full center view down the centerline of the lateral opening. The minimum time frame spent at each lateral location is 15 seconds. Additional time may be required for defective laterals. This **is not** a separate pay item.

The camera will stop at each manhole and use the pan and rotate controls of the camera to inspect the condition of the manhole. The camera operator shall perform a 360-degree rotation around each manhole and a full center view up the centerline of the manhole. The minimum time frame spent at each is 15 seconds. Additional time may be required for defective manholes. Defects shall be noted with a MGO comment. All manhole shots shall be PACP compliant. This **is not** a separate pay item.

If during the inspection operation, the television camera will not pass through the entire sewer section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If the camera again fails to pass through the entire sewer section, the Contractor shall notify the Engineer of the situation. This reverse set-up **is not** a separate pay item.

E. **INSPECTION LOGS:**

All logs and forms shall be labeled with the Contractors Name, Contract number, DVD\EXTERNAL HARD DRIVE number (logs must match that number) and with each Contractor the DVD\EXTERNAL HARD DRIVE logs must start at number 1 and progress upward till the end of this contract. The Contractor shall submit two copies of the CCTV inspection reports and video in digital format. One copy will be on DVD\ EXTERNAL HARD DRIVE and the other copy will be on one USB 2.0 external hard drive. The USB 2.0 external hard drive shall contain a summary with a merged database.

All inspections shall be named according to asset ID.

Payment for CCTV work may be withheld until an acceptable copy of the DVD\EXTERNAL HARD DRIVE, logs, forms and PACP Database arc received by the engineer. Contractor shall submit a test submittal BEFORE the first invoice is due to ensure that the data compiled by the Contractor is compatible with the database. If the data submitted is not compatible with LFUCG software, contractor will correct all errors before any invoices can be paid.

The Contractor shall enter the watershed, Pipe Identification Number (Pipe ID), upstream and downstream manhole depth, the defects and defect ratings Street Name, Work Type, Work Date, Length/Distance, DVD\EXTERNAL HARD DRIVE Number, Work Order Number, Performed By, and Project.

Printed reports must have color true-to-scale drawings of all sewer defect and observation locations. These drawings will be computer generated with the use of the video inspection reporting system software.

Printed and digital records shall be kept by the Contractor and will clearly show the location of each defect observed during inspection. In addition, other points of significance such as locations of infiltration, service connections, unusual conditions, roots, storm sewer connections, damaged pipe, presence of scale and corrosion and other discernable features will be recorded and a copy of such records in both hard copy and digital format will be supplied to the Engineer on each and every Wednesday unless Wednesday is a holiday then the records will be supplied the next business day.

Digital photographs will be made of all significant sewer defect observations and will be printed and attached to report. These photographs will be computer generated with the use of the inspection reporting system software with reference numbers of photos.

The locations of all the defective areas will be identified by logging the distance frame at each defect or point of interest measured from the center of the starting manhole to the plane of focus of the camera. The importance of accurate distance measurements is emphasized. Accuracy of the distance meter shall be checked above ground by use of a walking meter, roll-a-tape or other suitable device. Accuracy shall be satisfactory to the Engineer. Marking on the cable or the like, which would require interpolation for depth of manhole, will not be allowed.

All CCTV and Cleaning records will contain the Pipe ID for each line segment in the correct format as listed in the Microsoft Access database. If a new manhole is found or the mapping is incorrect, the Contractor shall provide the LFUCG representative with a Map Discrepancy Form (MDF) for the new Pipe ID. The Contractor shall update all records and references to the new Pipe ID. All MPEG file names shall have the same file names as the corresponding Pipe ID

The purpose of DVD\EXTERNAL HARD DRIVE recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. DVD\EXTERNAL HARD DRIVE recording playback shall be at the same speed that it was recorded. DVD\EXTERNAL HARD DRIVE's shall be considered property of the Owner and the Contractor shall possess backup copy of all DVD\EXTERNAL HARD DRIVE's until completion of the Contract. All CCTV work done must be recorded on DVD\EXTERNAL HARD DRIVE's using the PACP compliant software and the Contractor must supply the LFUCG a readable copy of said software to view these DVD\EXTERNAL HARD DRIVE's.

Begin and end each CCTV run by looking up the manhole. Code defects in manhole with MGO.

F. FINAL ACCEPTANCE:

Acceptance of this portion of work shall be made upon the successful review of the DVD\EXTERNAL HARD DRIVE submitted to the LFUCG. If the DVD\EXTERNAL HARD DRIVE s are of such poor quality and/or the sewer line needs additional cleaning that the Owner is unable to evaluate the condition of the sewer line or to locate service connections, the Contractor shall be required to re-televis and provide a suitable DVD\EXTERNAL HARD DRIVE of the line at no additional cost. If a suitable DVD\EXTERNAL HARD DRIVE cannot be provided of such quality that the Owner can review it, no payment shall be made for additional cleaning and/or closed circuit television (CCTV). Also, no payment shall be made for portions of lines not televised or portions where manholes cannot be negotiated with the television camera.

G. MISCELLANEOUS:

No later than each Wednesday morning, the Contractor's Project Coordinator shall provide the Engineer with a tentative three (3) week schedule, and shall also provide daily notification of those areas to be investigated.

2.03 CCTV LATERAL INSPECTION:

A. GENERAL:

The service pipe shall be visually inspected by means of closed circuit television by the pan and tilt process. The inspection will be done one pipe section at a time and the flow in the section being inspected will be suitably controlled as much as possible.

Any structural damage found in the service pipe shall be documented and the Engineer shall be notified immediately.

Code lateral connection defects using PACP codes.

Code visible defects in lateral as an MGO or as remarks in the connection code.

The Owner makes no guarantee that all of the sanitary sewers to be entered are clear for the passage of a camera. The methods used for securing passage of the camera are to be at the option of the Contractor, and the costs must be included in the bid price for television inspection. The cost of retrieving the television camera, under all circumstances, when it becomes lodged during inspection, shall be incidental to this portion of the work. It is the Contractor's responsibility to verify locations of any repairs resulting from said televising of these service lines.

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 3
SEWER FLOW CONTROL

3.01 SEWER FLOW CONTROL:

A. GENERAL INFORMATION:

When sewer line depth of flow at the upstream manhole of the manhole section being inspected is above the maximum allowable for television inspection, the flow shall be reduced to the level shown below by operation of pumps, plugging or blocking of the flow, or by pumping and bypassing of the flow as specified.

B. ALLOWABLE DEPTH OF FLOW:

Depth of flow shall not exceed that shown below for the respective pipe sizes as measured in the manhole when performing television inspection.

(a)	<u>Maximum Depth of Flow</u>	<u>Television Inspection</u>
	6" - 10" Pipe	20% of pipe diameter
	12" - 24" Pipe	25% of pipe diameter
	27" & up Pipe	30% of pipe diameter

C. PLUGGING OR BLOCKING:

A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or none of the sewage can be released. During (CCTV) inspection, the flow shall be reduced to within the limits specified above. After the work has been completed, flow shall be restored to normal.

D. PUMPING AND BYPASSING:

Pumping and bypassing set-ups require approval from the Engineer. When conditions found in Section 3.01 B are encountered, the Contractor shall notify the Engineer prior to commencement of work.

When pumping and bypassing is required, the Contractor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the sewer line section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypass system.

The equipment should be in good condition and not allow sewage, fuel, oil or coolants to leak onto the ground or pavement. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum. Pumps used should not exceed a 6" pump and length of discharge hose shall be 500 lf or less. **Payment for pumping and bypass shall be based on actual time pump(s) is/are run/ran.**

Contractor will NOT be paid for:

- 1. Pumps stored on site**
- 2. Non-functioning pumps**
- 3. Time to transport pumps**

E. FLOW CONTROL PRECAUTIONS:

When flow in a sewer line is plugged, blocked, or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to insure that sewer flow control operations do not cause flooding or damage public or private property being served by the sewers involved. If such damage occurs, it shall be the Contractors responsibility to clean, disinfect, and replace, where appropriate, any and all damaged public or private property as quickly as possible in accordance with Section 1.25 FLOW CONTROL. Any overflow shall be reported to Environmental Response Team (ERT), the Engineer and the Kentucky Division of Water.

END OF SECTION

**TECHNICAL SPECIFICATIONS
SECTION 4
BID SCHEDULE DESCRIPTION**

4.01 GENERAL:

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

4.02 PURPOSE:

The purpose of this section is to identify repairs required to eliminate or reduce soil and/or groundwater infiltration and inflow into the Lexington-Fayette Urban County Government sanitary sewer system.

4.03 CLEANING:

A. CLEAN AND INSPECT SEWER LINES:

Sewer lines requiring heavy cleaning will have separate pay items, see Section 1

B. SEWER FLOW CONTROL:

Sewer lines requiring sewer flow control will have separate pay items, see Section 3: SEWER FLOW CONTROL.

4.04 QUALITY CONTROL:

The Contractor's Project Coordinator shall establish and maintain quality control to assure compliance with contract requirements and shall maintain records of his quality control for all construction operations required under this Section. A copy of these records, as well as the records of corrective action taken, shall be furnished to the Engineer.

4.05 WORK PRIORITIES:

Generally the Contractor schedules the sequence of work within the watershed where the sewers are to be inspected; however, the Engineer has the authority to set justifiable priorities with reasonable response times. Examples of justifiable priorities: to repair the sewers before a street is repaved, to avoid a conflict with a scheduled public event, to repair a sewer line which is causing sewage to back-up or overflow.

TECHNICAL SPECIFICATIONS
SECTION 5
BASIS OF MEASUREMENT AND PAYMENT

SCOPE

The Contractor shall furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service, other necessary supplies, and perform any work without additional compensation, except where specifically set out in these Specifications, at the unit price not to exceed for the following items: Measurements for payments shall be based on the following schedule.

It shall be the contractor's responsibility to provide signs, traffic control devices throughout the duration of this contract and is to be included in the cost of work to be done.

On any work in grass areas sod is required on surface restoration (unless the Property Owner request seed and straw and approved by the Engineer) and all related work associated with it listed in Section 1.07 shall be include and is not a separate pay item.

Whenever bypass pumping is included in a pay item it includes set up and the hourly time.

This Section (5) describes measurements and payments of bid items only. For detailed specifications refer to appropriate Sections of the Technical Specifications.

Bypass pumping flow control precautions refer to Section 3.

SEWER LINE INVESTIGATION WORK

SEWER LINE CLEANING/CCTV INSPECTION

1. Payment for sewer line cleaning/CCTV inspection shall be paid for at the Contract unit price per linear foot basis.
2. Record logs and videotapes are considered incidental to this work. Payment will not be made until the DVD\External Hard Drive and logs have been submitted to the engineer (LFUCG requires 2 copies of each DVD\EXTERNAL HARD DRIVE submitted of work done) **PAYMENT MAY BE WITHHELD FOR CCTV UNTIL AN ACCEPTABLE COPY OF DVD\EXTERNAL HARD DRIVE's, LOGS, REPORTS AND FORMS ARE RECEIVED BY THE ENGINEER. If the defect/pipe cannot be clearly seen, then the CCTV submittal will be rejected [IF PASSED BY AND NOT NOTED].**

HYDRAULIC AND/OR MECHANICAL ROOT REMOVAL

Hydraulic and/or Mechanical Root Removal shall be considered as one of the three initial regular cleaning passes. There will be no line item or unit price for mechanical root removal.

HEAVY CLEANING

Payment for additional cleaning of existing sanitary sewers requiring heavy cleaning shall be made at the Contract unit price per LF required. Such cleaning shall be limited to that required to complete TV inspection or as pre-authorized by the Engineer. Payment shall include all labor, materials, and equipment necessary to complete the work. All heavy cleaning is subject to the approval of the Engineer prior to cleaning

CCTV INSPECTION OF SEWERS (ALL LINE SIZES) ONLY

1. Television of the sewer lines shall be paid for at the contract unit price bid per linear foot for all pipe sizes. Measurement of the actual number of feet inspected shall be made from the center of the manholes.
2. Record logs and videotapes are considered incidental to this work. Payment will not be made until the DVD\EXTERNAL HARD DRIVE and logs have been submitted to the engineer.
3. If the defect/pipe cannot be clearly seen, then the CCTV submittal will be **rejected**.

REVERSE SETUP

It should be noted that no additional payment will be made for reverse setups.

BYPASS PUMPING AND SETUP

All bypass pumping and bypass pumping setup shall be done only at the direction of the Engineer.

Bypass pumping shall include suction hose and screen, all piping, adapters, check valve and all other appurtenances necessary for the bypass pumping operation. Bypass pumping shall include all pumps up to and included a 6" pump. Bypass pumping shall be paid for on an hourly basis for actual time spent pumping.

Bypass pumping setup shall include mobilization and all costs related to setting up the bypass pumping operation. Bypass pumping setup shall be paid per each set up.

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 6
SAMPLE FORMS AND STANDARD DRAWINGS

6.01 **SAMPLE FORMS:**

A major emphasis of this project is to cause a minimal amount of disruption to the community and its individuals. To achieve this goal, various notification forms have been prepared by the LFUCG in an effort to inform property owners of the nature of the work being performed.

Prior to working on private property the contractor shall give the owner or resident of such property a minimum of 72 hrs. notice. The notice shall be in writing. A sample of such notice is included in the construction documents. The notice shall be given directly to the owner or resident or placed as a door hanger. If the work is not started within 10 days of the notice the owner/ resident must be notified again.

It shall be the Contractor's responsibility to distribute these forms, at no additional cost to the Owner, to all potentially affected property owners as defined in the preceding sections of this document.

Following are examples of some of the various forms. NOTE: The forms included in this section are not inclusive of all forms, which the Owner may deem necessary. All forms are subject to change.

Date Observed:	Discrepancy Type:
Crew Leader:	New Manhole(s): <input type="checkbox"/>
Sewershed:	Manhole(s) Does Not Exist: <input type="checkbox"/>
Address:	Connectivity: <input type="checkbox"/>
Location Details:	Other: <input type="checkbox"/>
Affected Pipe Segment(s):	Identified During:
	Smoke Testing: <input type="checkbox"/>
Affected Manhole(s):	Manhole Inspections: <input type="checkbox"/>
	CCTV Inspection: <input type="checkbox"/>
Sketch:	Manhole Raising: <input type="checkbox"/>
	Other (specify): <input type="checkbox"/>
Additional Comments:	
<hr/> <hr/> <hr/>	
Resolution:	
<hr/>	

6.03

SANITARY SEWER INSPECTION PROJECT NOTICE

Dear Resident:

This is to let you know that the Lexington-Fayette Urban County Government will be conducting an inspection on the sanitary sewer in your area. The sanitary sewer inspection contractor _____ is performing the work.

We are attempting to reduce both the sanitary sewer overflows and operating cost at the treatment plant. These expenditures are paid from the Sanitary Sewer User's Fee.

In order to do this, we will be doing the following item(s) checked below:

_____ We may need to access our sanitary sewer easement by way of your property on or about _____ / _____ / _____ /.

_____ We will make a line inspections in the area on or about _____ / _____ / _____ / . If disturbed, your lawn, sidewalk, or driveway will be returned to its original state or better.

If you're not the owner of this property please forward this letter to the property owner.

If you have any questions, concerns or special problems, please call the inspection contractor _____ — LexCall (859) 425-2255 or 311.

6.04 Sewage Spill Procedure

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

- I. **Immediately** call Environmental Response Team (ERT), City Inspector, Collection and Conveyance Manager (CCM).
 - **ERT-** 1-800-928-2380
 - **City Inspector:** Jeff Baumgardner - (859) 425-2437 Office, (859) 509-3202 Cell.
 - **CCM:** Rod Chervus - (859) 425-2408 Office, (859) 983-8402 CellYou will need to report the following regarding the incident:
 - Estimated spill volume (in gallons)
 - Time of the spill and duration
 - Location (street address)

ERT will assign an Incident Number that you will need to write down.

2. **Immediately** contain the overflow and prevent untreated sewage from entering waterways (i.e. creeks, rivers, lakes, etc.) by building a temporary barrier or containment using sandbags, soil, metal or wood curbing, etc.
3. Remove sanitary water from containment area. This can be done numerous ways. See below for examples of how to remove sanitary water:
 - Use vacuum truck to remove water from containment area
 - Using barrier, direct flow back into sanitary sewer manhole
4. Remove any visible debris (e.g. toilet paper, condoms, etc.) from area and dispose of at the wastewater treatment plant.
5. Use lime or some type of disinfectant in pervious areas such as soil, mulch, and grass or open areas.
6. Once sanitary water has been contained and removed, the impervious areas (pavement, concrete, etc.) should be rinsed. The water used to rinse the impervious area will also need to be removed by the previous methods described.
7. The Kentucky Department of Environmental Protection must be notified via email within 24 - 48 hours. Be sure to include the Incident Number. Electronic Submittal address is: <https://dep.gateway.kygov/eportal/default.aspx>.
- 8.

A copy of the Electronic Submittal should also be faxed to the Division of Fish and Wildlife at (502) 564-3178.

An "after the event" summary should be electronically provided to LFUCG's Division Director, Charles Martin (chmartin@lexingtonky.gov).

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