# OFFICIAL CONTRACT DOCUMENTS <br> FOR 

## West Hickman 7 (WH7) Wet Weather Storage Facilities Improvements

# Contract No. 1 New Circle Road Crossing 

# Wastewater System Improvements Division of Water Quality Lexington Fayette Urban County Government 

Remedial Measures Plan ID No. WH-1A

LFUCG Bid No. 80-2017

Date: August 2017

PREPARED BY:
HDR Engineering, Inc.

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## SECTION 00100-ADVERTISEMENT FOR BIDS

### 1.01 INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) until 2:00 PM, local time, June 23, 2017 for furnishing all labor and/or materials and performing all work as set forth in the Contract Documents prepared by and for Lexington-Fayette Urban County Government, Division of Water Quality (OWNER). 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.

### 1.02 DESCRIPTION OF WORK

The project includes providing all construction supervision, labor, materials, tools, test equipment necessary for the construction of the West Hickman 7 (WH7) Wet Weather Storage Facilities Contract No. 1 New Circle Road Crossing. The project includes but is not limited to a $+/-640$ LF of 54 -inch or 60 -inch casing pipe installed by a trenchless technology with multiple varying sized carrier pipes and +/- LF of $16^{n}$ C900 PVC gravity sewer, $20^{\prime \prime}$ C900 PVC force main and six 4 " C900 PVC conduits. The casing pipe will be filled with specialized grout.

### 1.03 OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents may be obtained from Lynn Imaging, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 or (www.lynnimaging.com) and click on plan room for a non-refundable price of reproduction for each full set of plans and documents. Contract Documents may be examined at the following places:

LFUCG<br>Division of Central Purchasing 200 East Main Street<br>Third Floor, Room 338<br>Lexington, KY 40507<br>(859) 258-3320

LFUCG
Division of Water Quality
125 Lisle Industrial Avenue
Lexington, KY 40511
McGraw-Hill Co. / F.W. Dodge
2321 Fortune Drive
Suite 112-A
Lexington, KY 40509
(859) 425-2400

Builders Exchange
1035 Strader Drive
Suite 100
Lexington, KY 40505
(859) 288-0011

## METHOD OF RECEIVING BIDS

Bids will be received from Prime contracting firms on a lump sum basis. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information Available to Bidders and Bid Form. Sealed Bids shall be clearly marked on the outside of the envelope as follows: Company Name and Address, Bid Invitation Number, and the Project Name. Bids are to remain sealed until official Bid closure time.

METHOD OF AWARD
Determination of the successful Bid will be based on the lowest responsive and responsible Bidder 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.

## BID WITHDRAWAL

No Bidder may withdraw his Bid for a period of ninety (90) 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.

## BID SECURITY

All Bids shall be accompanied by a Bid Bond of not less than five percent (5\%) of the amount of the Bid 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. Certified Check or Bid Bond shall be payable to Lexington-Fayette Urban County Government.

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 no later than 2:00 p.m. (local time) June 23, 2017. Sealed proposals shall be marked clearly on the outside of the container "Sealed Proposal for: WH7 Contract No. 1 New Circle Road Crossing to be opened at 2:00 p.m. Local Time, June 23, 2017. Bids received after the scheduled closing time for receipt of Bids will not be considered and will be returned unopened.

### 1.09 RIGHT TO REJECT

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.

### 1.10 NOTICE CONCERNING MWDBE GOAL

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

LFUCG has set a goal that not less than ten percent (10\%) of the total value of this Contract be subcontracted to MWDBEs. The Lexington Fayette Urban County Government also has 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 goal for the utilization of MWDBEs as well as Veteran subcontractors is a recommended goal. 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 MWDBE goals may apply. For assistance in locating MWDBE Subcontractors contact:

Sherita Miller, Division of Central Purchasing
LFUCG
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

### 1.11 PRE-BID MEETING

A non-mandatory pre-Bid meeting will be held at 10:00 AM local time, June 9, 2017 at 125 Lisle Industrial Avenue, Suite 180, Lexington, KY 40511. Contractor bid questions must be submitted not later than close of business to Brian Marcum on June 12, 2017.

### 1.12 <br> STATE REVOLVING LOAN REQUIREMENTS

This project may be partially or entirely funded by the Kentucky Infrastructure Revolving Loan Fund.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and the Contract Work Hours Standard Act.

Bidders must comply with the President's Executive Order No. 11246 as amended, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.

Successful Bidder shall comply with 41 CFR 60-4, in regard to affirmative action, to insure equal opportunity to females and minorities and will apply the time tables and goal set forth in 40 CFR 60-4.

The procurement and performance of this contract are subject to the requirements of the DavisBacon Act.

Successful Bidder shall make positive efforts to use small, minority, women owned and disadvantaged businesses.

Attention of bidders is particularly called to the conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246 and Title VI. Minority bidders are encouraged to bid.

Successful Bidder is required to employ the six "Good Faith Efforts" as listed in EPA's Disadvantaged Business Enterprise Program when soliciting subcontractors and suppliers. Documentation of these efforts will be a required submittal prior to Contract Award. See Supplemental General Conditions for Clean Water State Revolving Fund (Section 00810, page 30) included in the Contract Documents.

The contract award will be made in writing to the lowest responsive and responsible bidder 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.

### 1.13 <br> 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 Agreement (Contract) 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 Agreement (Contract). The primary goal of the Agreement (Contract) 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 Agreement (Contract). Time is of the essence in the performance of Agreement (Contract). 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 the 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.

END OF SECTION

## SECTION 00300 - INFORMATION AVAILABLE TO BIDDERS

### 1.01 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 ninety (90) 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.

### 1.02 PREPARATION OF BID

Each Bid must be submitted on the prescribed Bid Form. 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, the Bidder's 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.

## 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 Bid Form. 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.

### 1.04 <br> QUALIFICATIONS 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 Agreement (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 or lump sum prices, as requested. Owner may consider maintenance requirements, performance data, and disruption or damage to private property. 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 LexingtonFayette 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.
F. 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.

## BID SECURITY

A. Each Bid must be accompanied by a Bid bond prepared on a Form of Bid Bond and attached thereto, 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.

## 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.

### 1.07 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 Documents. Bidder must agree also to pay liquidated damages for each consecutive calendar day thereafter as specified in the Contract Documents.

### 1.08 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 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 Article; 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.

### 1.09 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.

All Contractor bid questions shall be submitted to Brain Marcum before close of business on June 12, 2017. Office Phone (859) 258-3320, email: BrianM@lexingtonky.gov.

SECURITY FOR FAITHFUL PERFORMANCE
A. Simultaneously with the delivery of the executed Contracts, the Contractor shall furnish Performance, Payment, and Erosion and Sediment Control 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. 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. The Contractor shall fumish the Warranty Bond upon completion of the Work, prior to the Owner's release of the final payment.
C. 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.
D. Contractor shall use standard Performance, Payment, Warranty, and Erosion and Sediment Control Bond forms such as documents provided with the Contract Documents or AIA form A312 (latest edition), for the Performance and Payment Bonds only.

### 1.11 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.

### 1.12 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 tederal law, such as social security 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 Bid. 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 this Contract.

### 1.13 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.

### 1.14 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 specifications herein.

### 1.15 PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

Federal wage rates and regulations, if required for this Project, will be as described in the Section 00820 herein.

### 1.16 AFFIRMATIVE ACTION PLAN

The successful Bidder must submit with their bid the following items to the Urban County Government (see section 00410 - Bid Form):
A. Affirmative Action Plan of the firm
B. Current Work Force Analysis Form
C. Good Faith Effort Documentation to meet the MWDBE goals.
D. List of Disadvantaged Business Enterprise Subcontractors and the Dollar Value of each Subcontract

A Work Force Analysis on the prescribed 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

### 1.17 CONTRACT TIME

The number of calendar days within which the Work is to be substantially completed and ready for final payment (the Contract Time) is set forth in the Bid Form and the Agreement (Contract).

### 1.18 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 "orequal" 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 (Contract). 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.

### 1.19 EQUIPMENT MANUFACTURERS LIST

The Equipment Manufacturers identified in the Equipment Manufacturers List are the only equipment manufacturers/suppliers to be considered in the Bid. There are and will be no other equals considered during the bidding phase for these equipment items. The Contractor may
select any of the listed manufacturers for each item and must circle the selected manufacturer for each item at the time of Bid submission.

The design was completed based upon the first listed manufacturer, The Contractor, at no cost to the Owner, will be responsible for any changes to the structures, piping, electrical, instrumentation, or other to accommodate any required changes should a vendor other than the first listed be selected in the bid. This will include payment to the Engineer of Record for any required redesign.

## ALTERNATE BIDS

Bidders shall submit alternate Bids/proposals only if and when such alternate Bids/proposals have been specifically requested in an Advertisement for Bids. If alternate Bids/proposals are requested in an Advertisement 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 Advertisement.

Any Bidder who submits a Bid incorporating an alternate proposal when alternate Bids/proposals have not been requested in the Advertisement for Bids shall have his/her Bid rejected as nonresponsive.

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 Advertisement for Bids), or which imposes conditions for acceptance other than those established in the Advertisement for Bids, shall have their Bid rejected as non-responsive.

### 1.21 SIGNING OF AGREEMENT (CONTRACT)

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 (Contract) with all other written Contract Documents attached. Within ten days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement (Contract) 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.
1.22 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, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov
8. 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, Division of Central Purchasing Lexington-Fayette Urban County Government<br>200 East Main Street, Room 338<br>Lexington, Kentucky 40507<br>smiller@lexingtonky.gov

D. MWDBE and Veteran Subcontractors

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

For a list of eligible subcontractors, please contact:

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

### 1.23 MWDBE PARTICIPATION GOALS

A. GENERAL

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

## B. PROCEDURES

1. The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See EPA forms in section 00410 - Bid Form).
2. Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See EPA forms in section 00410 - Bid Form).
3. For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
a. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
4. The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.
C. DEFINITIONS
5. A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least $51 \%$ owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
6. A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least $51 \%$ owned and operated by one or more Non-Minority Females.
7. A Disadvantaged Business (DBE) is defined as a business which is certified as being at least $51 \%$ owned and operated by a person(s) that are economically and socially disadvantaged.
8. A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least $51 \%$ owned and operated by a veteran and/or a service disabled veteran.
9. Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

## D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1. Bidders are required to employ each of the 6 Good Faith Efforts outlined in the bid documents. These efforts have to be done and documented whether the bidder reached the $10 \%$ goal or not.
2. Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
3. See section 00410 - Bid Form for the MWDBE Participation Policy and 6 Good Faith Efforts.
4. Failure to submit this information as requested may be cause for rejection of bid.

### 1.24 MINORITY BUSINESS ENTERPRISE PROGRAM



Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323
OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of LexingtonFayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91-Disadvantaged Business Enterprise (DBE) 10\% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):
> "A Resolution supporting adoption of the administrative plan for a ten percent (10\%)
> Minimum goal for disadvantaged business enterprise participation in LexingtonFayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10\%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises..."

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

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

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

[^0]adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015."

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

| Business <br> LFUCG | Contact | Email Address | Phone |
| :--- | :--- | :--- | :--- |
| Lommerce Lexington - <br> Minority Business <br> Development | Shrone Tyra | smiller@lexingtonky.gov | $859-258-3323$ |
| Tri-State Minority Supplier <br> Diversity Council | Susan Marston | smarston@tsmsdc.com | $502-365-9762$ |
| Small Business <br> Development Council | Shirie Hawkins, UK <br> SBDC | smack@uky.edu | $859-226-1625$ |
| Community Ventures <br> Corporation | Phyllis Alcorn | palcorn@cvky.org | $859-257-7666$ |
| KY Transportation Cabinet <br> (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 <br> Business Council (WBENC) | Sheila Mixon | smixon@orvwbc.org | $513-487-6537$ |
| Kentucky MWBE <br> Certification Program | Yvette Smith, Kentucky <br> Finance Cabinet | $\underline{\text { Yvette.Smith@ky.gov }}$ | $502-564-8099$ |
| National Women Business <br> Owner's Council (NWBOC) | Janet Harris-Lange | ianet@nwboc.org | $800-675-5066$ |
| Small Business <br> 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 | paatricem@kevnewsjournal.com | $859-373-9428$ |

### 1.25 OWNER PERMITS

Bidder shall refer to Section 00890 regarding permits that have been obtained by the Owner.

### 1.26 GEOTECHNICAL DATA

Bidder shall refer to Section 00320 regarding available geotechnical data for this Contract.

## BUY AMERICAN PROVISIONS

This project is subject to Division G, Title IV of H.R. 3547 (Appropriations Act) passed by the United States Congress on January 17, 2014. This portion of the act requires that for the construction, alteration, maintenance, or repair of a public water system or treatment works, all of the iron and steel products used in the project be produced in the United States.

In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that (1) applying the requirement would be inconsistent with the public interest; (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Bidder shall refer to Section 00815 for additional information.

END OF SECTION

May 24, 2017
HDR, Inc.
2517 Sir Barton Way
Lexington, Kentucky 40509
Attention: Mr. Benton Hanson, PE

## RE: Geotechnical Data Summary West Hickman 7 Wet Weather Storage Facility Project

Dear Mr. Hanson,
HDR, Inc. is pleased to provide the accompanying data, which includes boring logs and laboratory testing results for soils and bedrock for the West Hickman 7 Wet Weather Storage Facility Project.

HDR performed the drilling and sampling operations beginning from April 10, 2017 to April 12, 2017. The laboratory testing was performed after the drilling and sampling operations. The laboratory testing was finalized on May 12, 2017. The drilling and laboratory testing is attached hereto as information to support the proposed bore and jack underneath New Circle Road.

It has been our pleasure to serve you on this very important project. If we can be of further assistance, please call our office.

Sincerely,
HDR ENGINEERING, Inc.

T. Craig Barnett, P.E.
Geotechnical Section Manager

Greg Yankey, P.E.
Senior Technical Advisor

## Enclosures

Appendix A - Boring Logs
Appendix B - Laboratory Testing Results

Attachment A
Boring Logs

## SOIL CLASSIFICATION CHART

| MAJOR DIVISIONS |  |  | SYMBOLS |  | TYPICAL DESCRIPTIONS |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | GRAPH | LETTER |  |
| COARSE GRAINED SOILS | $\begin{aligned} & \text { GRAVEL } \\ & \text { AND } \\ & \text { GRAVELLY } \\ & \text { SOILS } \end{aligned}$ | CLEAN GRAVELS | $\begin{array}{ll} 0 & 0 \\ 0 & 0 \\ 0 & 0 \end{array}$ | GW | WELL-GRADED GRAVELS, GRAVEL SAND MIXTURES, LITTLE OR NO FINES |
|  |  | (LITTLE OR NO FINES) | - 0 | GP | POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES |
|  | MORE THAN 50\% OF COARSE FRACTION | GRAVELS WITH FINES |  | GM | SILTY GRAVELS, GRAVEL - SAND SILT MIXTURES |
|  | AINED ON NO. 4 SIEVE | (APPRECIABLE AMOUNT OF FINES) |  | GC | CLAYEY GRAVELS, GRAVEL - SAND CLAY MIXTURES |
| MORE THAN 50\% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE | $\begin{aligned} & \text { SAND } \\ & \text { AND } \\ & \text { SANDY } \\ & \text { SOILS } \end{aligned}$ | CLEAN SANDS <br> (LITTLE OR NO FINES) | $\because \because \because$ | SW | WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES |
|  |  |  | $\cdots{ }^{\circ} \mathrm{O}$, | SP | POORLY-GRADED SANDS GRAVELLY SAND, LITTLE OR NO FINES |
|  | MORE THAN 50\% OF COARSE FRACTION PASSING ON NO 4 SIEVE | SANDS WITH FINES |  | SM | SILTY SANDS, SAND - SILT MIXTURES |
|  |  | (APPRECIABLE AMOUNT OF FINES) | 0.0 | SC | CLAYEY SANDS, SAND - CLAY MIXTURES |
| FINEGRAINEDSOILS | SILTS  <br> AND LIQUIDLIMIT <br> CLAYS  |  | - | ML | INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY |
|  |  |  |  | CL | INORGANIC CLAYS OF LOWTO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS |
|  |  |  | - | OL | ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY |
| MORE THAN 50\%俍MATERIALIS SMALLER THAN NO. 200 SIEVESIZE | SILTS LIQUID LIMIT <br> AND GREATER THAN 50 |  |  | MH | INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS |
|  |  |  |  | CH | INORGANIC CLAYS OF HIGH PLASTICITY |
|  |  |  |  | OH | ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS |
| HIGHLY ORGANIC SOILS |  |  |  | PT | PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS |

Shect No. 1 of 1


## CORE PHOTOGRAPHIC RECORD

## West Hickman 7 <br> Wet Weather Storage Improvements



Sheet No. 1 of 1


## CORE PHOTOGRAPHIC RECORD

## West Hickman 7 <br> Wet Weather Storage Improvements



## B-2 - Box 1 of 4



## CORE PHOTOGRAPHIC RECORD

## West Hickman 7 <br> Wet Weather Storage Improvements



## B-2 - Box 3 of 4



| State Kentucky |  |  | Latitude $38.01381^{\circ}$ |  |  | Longitude | $84.45914^{0}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| County Fayette |  |  | Location NA |  |  |  |  |
| Project Name LFUCG - West Hickman 7 Wet Weather StorageSurface Elevation $\mathbf{9 8 7 . 4} \mathbf{f t}$ |  |  |  |  |  |  |  |
| Job No. 10055008 |  |  | Dated Started $\qquad$ 4/12/2017 <br> Depth to Water: Immediate <br> Depth to Water NA |  |  | Completed 4/12/2017 |  |
| Driller W. Smith | Logged by | B. Cayton |  |  |  | NA |  |
| Hole Number B-3 | Total Depth | 8.4 ft. |  |  |  | Date Measured |  |



# CORE PHOTOGRAPHIC RECORD 

West Hickman 7
Wet Weather Storage Improvements


B-3 - Box 1 of 1

Sheet No. 1 of 1


| Lithology |  | Overburden | Sample No. | Depth | Rec. <br> (ft.) | Blows | Type |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Depth | Symbol | Description Rock Core | Core No. | Run | Rec <br> (ft.) | Rec. (\%) | $\begin{aligned} & \text { RQD } \\ & (\%) \end{aligned}$ |
| 0 |  | Ground Line <br> Elev. $=994.3 \mathrm{ft}$ |  |  |  |  |  |
|  |  | Topsoil |  |  |  |  |  |
|  |  | Brown clay with rock fragments (possible fill). Auger Refusal \& Boring Terminated at 1.7' (Elev. 992.6). |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |  |
| 15 |  |  |  |  |  |  |  |
| 20 |  |  |  |  |  |  |  |
| 25 |  |  |  |  |  |  |  |
| 30 |  |  |  |  |  |  |  |
| 35 |  |  |  |  |  |  |  |
| 40 |  |  |  |  |  |  |  |
| 45 |  |  |  |  |  |  |  |
| 50 |  |  |  |  |  |  |  |
| $55$ <br> 60 |  |  |  |  |  |  |  |

## Sheet No. 1 of 1

| State Kentucky |  |  |  | Latitude | 38.0 | $313^{0}$ | Longitude | 4.45759 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| County Fayette |  |  |  | Location |  |  |  |  |
| Project Name LFUCG - West Hickman 7 Wet Weather StorageSurface Elevation 1008.1 ft |  |  |  |  |  |  |  |  |
| Job No. 10055008 |  |  |  | Dated Started 4/12/2017 <br> Depth to Water: Immediate <br> Depth to Water NA |  |  | Completed | 4/12/2 |
| Driller W. Smith |  | Logged by | B. Cayton |  |  |  | Dry |  |
| Hole Numbe | B-5 | Total Depth | 10.7 ft. |  |  |  | Date Measure |  |



SUBSURFACE INVESTIGATION
BORING LOG

Sheet No. 1 of 1



Sheet No. 1 of 1




## CORE PHOTOGRAPHIC RECORD

## West Hickman 7

Wet Weather Storage Improvements


Sheet No. 1 of 1



## CORE PHOTOGRAPHIC RECORD

West Hickman 7
Wet Weather Storage Improvements


B-9 - Box 1 of 1

Sheet No. 1 of 1



## CORE PHOTOGRAPHIC RECORD

West Hickman 7
Wet Weather Storage Improvements


B-10 - Box 1 of 1

Sheet No. 1 of 1

| State Kentucky |  | Latitude 38.01241 ${ }^{\circ}$ | Longitude | $84.45670^{\circ}$ |
| :---: | :---: | :---: | :---: | :---: |
| County Fayette Location NA |  | Location NA |  |  |
| Project Name LFUCG - West Hickman 7 Wet Weather StorageSurface Elevation 1002.5 ft |  |  |  |  |
| Job No. 10055008 |  | Dated Started 4/11/2017 | Completed | 4/11/2017 |
| Driller W. Smith | Logged by B. Cayton | Depth to Water: Immediate | NA |  |
| Hole Number B-11 | Total Depth $\quad 10.7 \mathrm{ft}$. | Depth to Water NA | Date Measure |  |



## CORE PHOTOGRAPHIC RECORD

## West Hickman 7 <br> Wet Weather Storage Improvements



B-11-Box 1 of 1



Sheet No. 1 of 1


## CORE PHOTOGRAPHIC RECORD

## West Hickman 7

Wet Weather Storage Improvements


B-13-Box 1 of 1

Appendix B
Laboratory Testing Results

Project Name : LFUCG West Hickman
Moisture Data
Location : Fayette County, Kentucky
(AASHTO T255-T265 / ASTM C566-D2216)
Job Number : 10055008
Natural
Project Job No. : 10055008

| Soil No. | Boring No. | Station \& Offset | Sample No. | Depth |  | Description of Soil | pH | Content (\%) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | SS-1 | 50 | 6.5 | Brown Clayey Gravel with Sand |  |  |
| 1 | B-1 |  | SS-1 | 10.0 | 10.5 | Brown Clayey Gravel with Sand |  |  |
|  |  |  |  |  |  |  |  |  |
| 1 | B-2 |  | SS-1 | 5.0 | 6.5 | Brown \& Gray Clayey Gravel with Sand |  | 22.9 |
|  |  |  |  |  |  |  |  |  |
| 2 | B-8 |  | SS-1 | 4.7 | 5.2 | Gray Poorly Graded Gravel with Clay and Sand (and/or Silty Clay an |  | 13.7 |
|  |  |  |  |  |  |  |  |  |
| 3 | B-9 |  | SS-1 | 4.9 | 5.5 | Brown Sandy Elastic Silt |  | 35.7 |
|  |  |  |  |  |  |  |  |  |
| 4 | B-13 |  | SS-1 | 5.0 | 6.4 | Brown Elastic Silt with Gravel |  | 21.4 |



CBR : NA Natural Moisture (\%) (AASHTO T265) : 22.9

Liquid Limit (AASHTO T89) : 33
Plastic Limit (AASHTO T90) : 19
Plasticity Index : 14 Liquidity Index : 0.30

Activity : NA
Sp. Gr. (AASHTO T100) : NA
AASHTO Classification: M145 : A-2-6 (1) ASTM Classification: D2487 : GC

ASTM Composition of Total Sample: D2487
Coarse Gravel ( Sin. + 3/4in.) : 13.8
Fine Gravel ( $-3 / 4 \mathrm{in} .+$ No.4) : 34.8
Coarse Sand ( $-\mathrm{No} .4+\mathrm{No} .10$ ) : 10.6
Medium Sand ( - No. $10+$ No. 40 ) : 8.5
Fine Sand ( $-\mathrm{No} .40+\mathrm{No} 200$ ) : 4.8

$$
\text { Silt + Clay (-No.200) : } 27.5
$$

Soil No. $\qquad$

# SOIL CLASSIFICATION 

Project Name : LFUCG-West Hickman 7 Wet Weather Storage

Project No. : 100550088
Project County : Fayette
Project State : Kentucky
Laboratory No. : 100550088 Submitted By : HDR

Soil Type : Gray Poorly Graded Gravel with Clay and Sand (and/or Silty Clay and Sand)

PASHTO T27:

| 4 | in. | 101.6 | mm |  |
| :---: | :--- | :---: | :---: | :---: |
| 3.5 | in. | 88.9 | mm |  |
| 3 | in. | 76.2 | mm |  |
| 2.5 | in. | 63.5 | mm |  |
| 2 | in. | 50.8 | mm |  |
| $13 / 4$ | in. | 45 | mm |  |
| $11 / 2$ | in. | 38.1 | mm |  |
| $11 / 4$ | in. | 31.5 | mm |  |
| 1 | in. | 25 | mm | 100.0 |
| $3 / 4$ | in. | 19 | mm | 68.1 |
| $1 / 2$ | in. | 12.5 | mm |  |
| $3 / 8$ | in. | 9.5 | mm | 42.1 |
| $1 / 4$ |  | 6.3 | mm |  |
| No.4 |  | 4.75 | mm | 28.7 |
| No.6 |  | 3.35 | mm |  |
| No.10 |  | 2 | mm | 16.3 |


$\mathrm{D}_{50}=11.727 \mathrm{~mm}$


ASTM Composition of Total Sample: D2487
Coarse Gravel ( Sin. + 3/4in.) : 31.9
Fine Gravel ( $-3 / 4 \mathrm{in} .+$ No. 4 ) : 39.4
Coarse Sand (-No. $4+$ No. 10) : 12.4
Medium Sand ( $-\mathrm{No} .10+\mathrm{No} .40$ ) : 6.1
Fine Sand (-No. $40+$ No. 200 ) : 2.8
Silt + Clay (-No.200) : 7.4

Approved By $\qquad$ Soil No. $\qquad$

## SOIL CLASSIFICATION

| Project Name | LFUCG-West Hickman |  |
| :---: | :---: | :---: |
| Project No. | 100550088 | Sample No. : SS-1 |
| Project County | Fayette | Sample Loc. : Boring No. B-9 |
| Project State | Kentucky | Sample Depth : 4.9 ' to $5.5^{\prime}$ |
| Laboratory No. | 100550088 | Date Tested : 04/27/17 |
| Submitted By | HDR | Date Reported : 05/05/17 |
| Soil Type | Brown Sandy Elastic Silt |  |

AASHTO T27:

| \% Passing |  |  |  |  | \% Passing |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4 | in. | 101.6 | mm |  |  | No. 16 |  | 1.18 | mm |  |
| 3.5 | in. | 88.9 | mm |  |  | No. 30 |  | 0.6 | mm |  |
| 3 | in. | 76.2 | mm |  |  | No. 40 |  | 0.425 | mm | 76.3 |
| 2.5 | in. | 63.5 | mm |  |  | No. 50 |  | 0.3 | mm |  |
| 2 | in. | 50.8 | mm |  |  | No. 60 |  | 0.25 | mm |  |
| $13 / 4$ | in. | 45 | mm |  |  | No. 80 |  | 0.18 | mm |  |
| $11 / 2$ | in. | 38.1 | mm |  |  | No. 100 |  | 0.15 | mm |  |
| $11 / 4$ | in. | 31.5 | mm |  |  | No. 200 |  | 0.075 | mm | 66.9 |
| 1 | in. | 25 | mm |  |  | No. 270 |  | 0.053 | mm |  |
| 3/4 | in. | 19 | mm | 100.0 |  | Hyd. Rd. | \# 1 |  | mm |  |
| 1/2 | in. | 12.5 | mm |  |  | Hyd. Rd. | \# 2 |  | mm |  |
| 3/8 | in. | 9.5 | mm | 89.2 | \% | Hyd. Rd. | \# 3 |  | mm |  |
| 1/4 |  | 6.3 | mm |  | 온 | Hyd. Rd. | \# 4 |  | mm |  |
| No. 4 |  | 4.75 | mm | 88.1 | ${ }^{\text {\% }}$ | Hyd. Rd. | \# 5 |  | mm |  |
| No. 6 |  | 3.35 | mm |  |  | Hyd. Rd. | \# 6 |  | mm |  |
| No. 10 |  | 2 | mm | 86.4 |  | Hyd. Rd. | \# 7 |  | mm |  |

CBR : NA Natural Moisture (\%) (AASHTO T265) : 35.7
Dry Dens. : NA
Liquid Limit (AASHTO T89) : 59
Opt. Moist. : NA
AASHTO Composition of Total Sample: M145
Gravel ( 3 in. + No. 10 ) : 13.6
Coarse Sand (-No. $10+$ No. 40 ) : 10.1
Fine Sand (-No. 40 + No.200) : 9.4
Silt + Clay (-No.200) : 66.9
Plastic Limit (AASHTO T90) : 34
Plasticity Index : 25
Liquidity Index : 0.07
Activity : NA
Sp. Gr. (AASHTO T100) : NA
AASHTO Classification: M145 : A-7-5 (17)
ASTM Classification: D2487 : MH

ASTM Composition of Total Sample: D2487
Coarse Gravel ( 3in. + 3/4in.) : 0.0
Fine Gravel (-3/4in. + No.4) : 11.9
Coarse Sand (-No. $4+$ No. 10 ) : 1.7
Medium Sand ( - No. $10+$ No. 40 ) : 10.1
Fine Sand ( - No. $40+$ No. 200 ) : 9.4
Silt + Clay (-No. 200 ) : 66.9

Approved By: Kine Walk
Soil No. $\qquad$

## SOIL CLASSIFICATION



AASHTO T27:

$\mathrm{D}_{50}=0.009 \mathrm{~mm}$


ASTM Composition of Total Sample: D2487
Coarse Gravel ( Sin. + 3/4in.) : 14.4
Fine Gravel (-3/4in. + No.4) : 3.2
Coarse Sand (-No. $4+$ No. 10 ) : 0.4
Medium Sand ( - No. $10+$ No. 40 ) : 2.6
Fine Sand (-No. 40 + No. 200 ) : 5.4
Silt + Clay (-No. 200 ) : 74.0

Approved By $\qquad$ Soil No. $\qquad$

## ASTM: D7012-Method C

## UNCONFINED COMPRESSION TEST (ROCK CORE)

| PROJECT NAME: LFUCG-West Hickman 7 Wet Weather Storage |  |
| ---: | ---: | ---: |
| PROJECT NO. : 10055008 | SAMPLE NO. : RS-A |
| PROJECT COUNTY : Fayette | SAMPLE LOC. : B-11 |
| PROJECT STATE : Kentucky | SAMPLE DEPTH: $: 6.0^{\prime}$ to $6.3^{\prime}$ |
| LABORATORY NO. : 10055008 | DATE TESTED: $: 4 / 26 / 2017$ |
| SUBMITTED BY : HDR \|ICA | DATE REPORTED $: 4 / 26 / 2017$ |

ROCK DESCRIPTION : Limestone: medium to coarse grain, bioclastic fresh
Diameter: 1.99 in
Area: $\quad 3.10 \mathrm{in}^{2}$

Volume : $0.0074 \mathrm{ft}^{3}$
RESULTS :

| Moisture Air-Dry : | NA |  |
| ---: | :---: | :--- |
| Air-Dry Density : | 168.34 | $\mathrm{lbs} / \mathrm{ft} .^{3}$ |
|  |  |  |
| Maximum Stress : | 9233 | psi |
| Elapsed Time : | $12: 03$ | min. |
| Rate of Loading : | 40 | $\mathrm{lb} / \mathrm{sec}$ |



Comments : Approved By: hei C Valba

ASTM: D7012-Method C

## UNCONFINED COMPRESSION TEST (ROCK CORE)

| PROJECT NAME: LFUCG-West Hickman 7 Wet Weather Storage |  |
| ---: | ---: |
| PROJECT NO. : 10055008 | SAMPLE NO. : RS-B |
| PROJECT COUNTY : Fayette | SAMPLE LOC. : B-10 |
| PROJECT STATE : Kentucky | SAMPLE DEPTH : $9.0^{\prime}$ to $9.4^{\prime}$ |
| LABORATORY NO. : 10055008 | DATE TESTED $: 4 / 26 / 2017$ |
| SUBMITTED BY : HDR \|ICA | DATE REPORTED $: 4 / 26 / 2017$ |

ROCK DESCRIPTION : Limestone: medium to coarse grain, bioclastic sli. wthd.
Diameter: 1.99 in
Area: $\quad 3.10 \mathrm{in}^{2}$

Height : 4.10 in
Volume : $0.0074 \mathrm{ft}^{3}$
RESULTS :

| Moisture Air-Dry : | NA |  |
| ---: | :---: | :--- |
| Air-Dry Density : | 168.29 | $\mathrm{lbs} / \mathrm{ft} .^{3}$ |
|  |  |  |
| Maximum Stress : | 6507 | psi |
| Elapsed Time : | $9: 28$ | min. |
| Rate of Loading : | 40 | $\mathrm{lb} / \mathrm{sec}$ |




## UNCONFINED COMPRESSION TEST (ROCK CORE)

| PROJECT NAME: LFUCG-West Hickman 7 Wet Weather Storage |  |
| ---: | :--- |
| PROJECT NO. : 10055008 | SAMPLE NO. : RS-C |
| PROJECT COUNTY : Fayette | SAMPLE LOC. : B-3 |
| PROJECT STATE : Kentucky | SAMPLE DEPTH: $7.6^{\prime}$ to $7.9^{\prime}$ |
| LABORATORY NO. : 10055008 | DATE TESTED $: 4 / 26 / 2017$ |
| SUBMITTED BY : HDR \|ICA | DATE REPORTED $: 4 / 26 / 2017$ |

ROCK DESCRIPTION : Limestone: med. to cse. grain beds, cobbles \& pebbles in silty shale matrix mod. whd.

$$
\text { Diameter: } 1.98 \text { in Area: } 3.09 \mathrm{in}^{2}
$$

Height: 3.89 in
Volume : $\quad 0.007 \mathrm{ft}^{3}$
RESULTS :

| Moisture Air-Dry : | NA |  |
| ---: | :---: | :--- |
| Air-Dry Density : | 164.68 | $\mathrm{lbs} / \mathrm{ft} .^{3}$ |
|  |  |  |
| Maximum Stress : | 4019 | psi |
| Elapsed Time : | $6: 46$ | min. |
| Rate of Loading : | 40 | $\mathrm{lb} / \mathrm{sec}$ |




## ASTM: D7012-Method C

## UNCONFINED COMPRESSION TEST (ROCK CORE)

| PROJECT NAME : LFUCG-West Hickman 7 Wet Weather Storage |  |
| :---: | :---: |
| PROJECT NO. : 10055008 | SAMPLE NO. : RS-D |
| PROJECT COUNTY : Fayette | SAMPLE LOC. : B-13 |
| PROJECT STATE : Kentucky | SAMPLE DEPTH : 13.7 ' to 14.1 ' |
| LABORATORY NO. : 10055008 | DATE TESTED : 4/26/2017 |
| SUBMITTED BY : HDR\|ICA | DATE REPORTED : 4/26/2017 |

ROCK DESCRIPTION: Limestone: fine to med. grain beds, cobbles \& pebbles in silty shale matrix fresh

Diameter: 1.98 in
Height : 4.10 in
Area: $\quad 3.09 \mathrm{in}^{2}$
Volume : $0.0073 \mathrm{ft}^{3}$

RESULTS :

| Moisture Air-Dry : | NA |  |
| ---: | :---: | :--- |
| Air-Dry Density : | 164.48 | $\mathrm{lbs} / \mathrm{ft}^{3}{ }^{3}$ |
|  |  |  |
| Maximum Stress : | 3489 | psi |
| Elapsed Time : | $5: 14$ | min. |
| Rate of Loading : | 40 | $\mathrm{lb} / \mathrm{sec}$ |




## ASTM: D7012-Method C

## UNCONFINED COMPRESSION TEST (ROCK CORE)



ASTM: D7012-Method C

## UNCONFINED COMPRESSION TEST (ROCK CORE)

| $\begin{aligned} & \text { PROJECT COUNTY: Fayette } \\ & \text { PROJECT STATE : Kentucky } \\ & \text { LABORATORY NO: : } 10055008 \\ & \text { SUBMITTED BY : HDR \|ICA } \end{aligned}$ |  |  |
| :---: | :---: | :---: |
| ROCK DESCRIPTION : Limestone: $f$ to med. Grain, fossiliferDiameter : 1.98 inHeight : 4.01 in |  |  |
| RESULTS : <br> Moisture Air-Dry Air-Dry Density | $\begin{gathered} \text { NA } \\ 168.4 \end{gathered}$ | $\mathrm{lbs} / \mathrm{ft} .^{3}$ |
| Maximum Stress <br> Elapsed Time <br> Rate of Loading | $\begin{gathered} 715 \\ 1: 54 \\ 40 \end{gathered}$ | psi <br> min. <br> $\mathrm{lb} / \mathrm{sec}$ |

SAMPLE NO.: RS-F
SAMPLELOC:

SAMPLE DEPTH: 16.9' to $17.3^{\prime}$
DATE TESTED : 5/4/2017
DATE REPORTED: 5/5/2017
ROCK DESCRIPTION: Limestone: $f$ to med. Grain, fossiliferous, bioclastic silty shale matrix fresh Diameter: 1.98 in Area: $3.08 \mathrm{in}^{2}$

Height: 4.01 in Volume : $0.0071 \mathrm{ft}^{3}$


Note: Low maximum stress failure due to near vertical rippled shale laminae intersecting horizontal shale discontinuity.


## ASTM: D7012-Method C

## UNCONFINED COMPRESSION TEST (ROCK CORE)



## ASTM: D7012-Method C

## UNCONFINED COMPRESSION TEST (ROCK CORE)

| PROJECT NAME : LFUCG-West Hickman 7 Wet Weather Storage |  |
| ---: | ---: |
| PROJECT NO. : 10055008 | SAMPLE NO. : RS-H |
| PROJECT COUNTY : Fayette | SAMPLE LOC. : B-2 |
| PROJECT STATE : Kentucky | SAMPLE DEPTH $: 26.7^{\prime}$ to $27 . \mathbf{2}^{\prime}$ |
| LABORATORY NO. 10055008 | DATE TESTED $: 5 / 4 / 2017$ |
| SUBMITTED BY : HDR \\|ICA | DATE REPORTED $: 5 / 5 / 2017$ |

ROCK DESCRIPTION: Limestone: f to med. Grain, fossiliferous, cacareous, bioclastic silty shale matrix fresh
Diameter: 1.99 in Area: $3.10 \mathrm{in}^{2}$
Height : 4.14 in Volume : $0.0074 \mathrm{ft}^{3}$

RESULTS :

| Moisture Air-Dry : | NA |  |
| ---: | :---: | :--- |
| Air-Dry Density : | 166.41 | $\mathrm{lbs} / \mathrm{ft}^{3}$ |
|  |  |  |
| Maximum Stress : | 2169 | psi |
| Elapsed Time : | $2: 44$ | min. |
| Rate of Loading : | 40 | $\mathrm{lb} / \mathrm{sec}$ |



Comments :
Approved By :


ASTM: D7012-Method C

UNCONFINED COMPRESSION TEST (ROCK CORE)

| PROJECT NAME: LFUCG-West Hickman 7 Wet Weather Storage |  |  |
| :---: | :---: | :---: |
| PROJECT NO. : 10055008 | SAMPLE NO | : RS-I |
| PROJECT COUNTY : Fayette | SAMPLE LOC |  |
| PROJECT STATE : Kentucky | SAMPLE DEPTH | 36.3 to 36.9 |
| LABORATORY NO. : 10055008 | DATE TESTED | 5/4/2017 |
| SUBMITTED BY: HDR \|ICA | DATE REPORTED | 5/5/2017 |



Comments :
Approved By: Win $\mathcal{H}$ ) Walb.

## SECTION 00410A - BID FORM

West Hickman 7 (WH7) Wet Weather Storage Facilities Improvements

Contract No. 1 New Circle Road Crossing<br>Division of Water Quality<br>Lexington-Fayette Uban County Government<br>LFUCG Bid No. $\mathrm{BCO}_{20 \mathrm{z}}^{2}$

GENERAL

Place: Lexington, Kentucky
Date: 6-27-2017
The following Bid Form shall be followed exactly in submitting a Bid for this Work.
This Bid Form Submitted by Midwest Mole Inc
6814 W 350 N. Greenfield, IN 46140
(Name and Address of Bidder)
(Hereinafter called "Bidder"), organized and existing under the laws of the State of INDIANA, doing business as $\qquad$ a Corporation
"a corporation," "a partnership", or an "individual" as applicable

## To: Lexington-Fayetle Uban County Govemment (Hereinalter called "Owner" Office of the Direclor-of Central Purchasing 200 East Main Street, Room 338 Lexington, KY 40507

The Bidder, in compliance with your Advertisement for Bids for the WH7 Wet Weather Storage Contract No. 1 New Circle Road Crossing; Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the sile for proposed Work, and being familiar with all of the conditions and any and all addendums surrounding the construction of the proposed Project, including the availability of malerials and labor, hereby proposes to furnish all labor, materials, and supplies, and to conslruct the Project in accordance with the Conlract Documents, within the time set forth therein, and at the lump sum ] stated hereinafter. These prices are to cover all expenses incurred in pefforming the Work required under the Contract Documents, of which this Bid is a part. This bid includes the Pump Slation, Pump Station site work and access road.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within 120 consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of eight hundred dollars and no cents $(\$ 500.00)$ for each conseculive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. \#1 Date 6/15/2017;
Addendum No. \#2 Dale 6/20/2017;
Addendum No. \#3 Date _6/21/2017;
Addendum No. $\qquad$ Date $\qquad$ $;$

Addendum No. $\qquad$ Date $\qquad$
Addendum No $\qquad$ Date $\qquad$

Addendum No. $\qquad$ Date $\qquad$
Addendum No. $\qquad$ Date $\qquad$

## ADDENDUM \#1

Bid Number: \#80-2017
Date: June 15, 2017
Subject: WH7 Wet Weather Storage Improvements-
New Circle Road Crossing

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

TO ALL PROSPECTIVE SUBMITTERS:

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

|  | Questions | Answers |
| :--- | :--- | :--- |
| 1 | Will Resident Project Representative (RPR) overtime charges <br> be applied to this project? | LFUCG will not assess reasonable <br> RPR overtime charges to the <br> Contractor. |
| 2 | Can the Contractor use the available city property to stage <br> construction activities? | Yes. Contractor can use the Pump <br> Station site and the Ground <br> Storage Tank site for construction <br> staging, Contractor shall submit <br> proposed staging areas for <br> approval by Owner and Engineer. |
| 3 | Can the "rescue pit" be added as a separate bid item? | The rescue pit is shown on the <br> drawings as a possible location in <br> the KYTC permit request. If the <br> Contractor does not need to <br> retrieve equipment then it will not <br> be used, A separate bid item is not <br> needed. |
| 4 | Would LFUCG entertain the installation of the $60 "$ <br> casing/liner plate using drill and blast, hand mine tunneling | Yes |



|  | method? |  |
| :--- | :--- | :--- |
| 5 | What type of backfill is required at the bore pits? | Backfill shall meet the <br> requirements of <br> Specification Section 02200 <br> (included in Addendum No. 1). <br> Testing shall be provided and paid <br> by the Owner. |

## SPECIFICATIONS

1. Section 00600 , page 16: 1.h. blank shall be $\$ 5,000,000$.
i. Point of change is to include the amount of umbrella liability endorsement to the CGL policy.
2. Section 00800, page 13: 17.10 is deleted in its entirety.
3. Section 02200: Add the attached specification section 02200, Earthwork.
4. Section 02402, pages 11 and 12: Replace Section 02402 pages 11 and 12 with the attached 11 and 12.
i. Point of change was the Casing Insulators/Spacers (Rack) and Tolerances requirements.
5. Section 02531, page 1: Replace Section 02531, page 1 with the attached page 1.
i. Point of change is the requirement to require restrained joints and all pipe ends to be capped.
6. Section 02532, page 1: Replace Section 02532, page 1 with the attached page 1.
i. Point of change is the requirement for all pipe ends to be capped.

## CLARIFICATIONS

1. Old KYTC plans from 1968 construction of the Lexington Circle Expressway (New Circle Road) at Richmond Road (US 25) are attached. All information is for informational purposes only.


Todd Slatin, Director Division of Central Purchasing

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


## COMPANY NAME: Midwest Mole Inc.

ADDRESS: 6814 W 350N Greenfield, IN 46140
SIGNATURE OF BIDDER: $4 \rho(\mathrm{P}$


## ADDENDUM \#2

Bid Number: \#80-2017
Date: June 20, 2017
Subject: WH7 Wet Weather Storage Improvements-
New Circle Road Crossing
Address inquiries to:
Brian Marcurn
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:
Please be advised of the following clarifications to the above referenced bid:
** Bid date has been extended to June 27, 2017 opening at 2:00 PM.**

|  | Questions | Answers |
| :--- | :--- | :--- |
| 1 | Can additional geotechnical information be provided? | Attached is additional <br> geotechnical information (bore <br> log) for Bore \#3. |
|  |  |  |
|  |  |  |
|  |  |  |

DRAWINGS

1. Sheet $01 \mathrm{C}-01$ shall be revised by adding Note 6: Contractor shall replace 170 linear foot of the existing paved shoulder of the New Circle Road Exit Ramp per the attached Detail " 5 " upon the completion of work. Assume the shoulder width is a 7-foot paved shoulder and a 4-foot stabilized shoulder. The replacement of the shoulder is unclassified and shall be included in the base bld.
2. If surface damage occurs in the ramp lanes the surface shall be milled and paved. If structural damage occurs in the ramp lanes the entire pavement shall be removed and paved per the attached Detail " $R$ ". This includes pavement striping and shoulder rumble strip replacement. All

work and materials shall follow KYTC installation requirement and standards. All costs are unclassified and shall be included in the base bid. Determination of type of repair and area shall be determined by the Owner and Engineer.
3. Sheet 01C-01 shall be revised by adding Note 7: The traffic control plan, required in the General Notes, shall include a W21-5a sign (Right Shoulder Closed) set about 500 feet up the ramp from construction, a W21-7 sign (Utility Work Ahead) set about 250 feet up the ramp, and reflective cones ( 3 foot height) across the temporary entrance. All costs are unclassified and shall be included in the base bid.
4. Sheet 01C-01 shall be revised by adding Note 8: Construction/employee vehicles shall not be allowed to enter or exit the work site from the New Circle Road Exit Ramp weekdays between the hours of 7 to 9 am and 3 to 6 pm .
5. Sheet 01C-01 shall be revised by adding Note 9: The non-paved Right-of-Way (ROW) shall be restored to preconstruction contours at the conclusion of construction. Restoration shall be per Method B, General Notes, Non-paved Site Restoration. Erosion and sediment controls shall remain in place until the site is deemed $70 \%$ vegetated by the Engineer at which time the erosion and sediment controls shall be removed the Contractor.

## CLARIFICATIONS

1. The Answer to Question 4 in Addendum No. 1 shall be revised as follows:
i. Yes, blasting is allowed but is restricted to hand mine tunneling only, Blasting will not be allowed for bore pits or other types of excavation.

## Trdes setin

> Todd Slatin, Director Division of Central Purchasing

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

COMPANY NAME: Midwest Mole Inc.
ADDRESS: 6814 W 350 N, Greenfield, IN 46140
SIGNATURE OF BIDDER:




## ADDENDUM \#3

Bid Number: \#80-2017
Date: June 21, 2017
Subject: WH7 Wet Weather Storage Improvements-
New Circle Road Crossing
Address inquiries to:
Brian Marcum
(859) 258-3320

## TO ALL PROSPECTIVE SUBMITTERS:

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

|  | Questions | Answers |
| :--- | :--- | :--- |
| 1 | Can additional geotechnical information be provided? | Attached is additional <br> geotechnical information (bore <br> logs with photographic record) for <br> Bore \#3A and \#5A. |



Todd Slatin, Director Division of Central Purchasing

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

COMPANY NAME: Midwest Mole Inc.

ADDRESS: 6814 W 350 N. Greenfield. IN 46140
SIGNATURE OF BIDDER:


## SOIL CLASSIFICATION CHART

| MAJOR DIVISIONS |  |  | SYMBOLS |  | TYPICAL DESCRIPTIONS |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | GRAPH | LETTER |  |
| COARSE <br> GRAINED SOILS | GRAVEL AND GRAVELLY SOILS | $\begin{aligned} & \text { CLEAN } \\ & \text { GRAVELS } \end{aligned}$ | $\begin{array}{lll} 0 & 0 & 0 \\ 0 & 0 & 0 \\ 0 & 0 & 0 \end{array}$ | GW | WELL-GRADED GRAVELS, GRAVEL SAND MIXTURES, LITTLE OR NO FINES |
|  |  | (LITTLE OR NO FINES) | 0 | GP | pOorly-graded gravels. GRAVEL - SAND MIXTURES, LITTLE OR NO FINES |
|  | MORE THAN 50\% OFCOARSE TAINED ON NO. 4 SIEVE | GRAVELS WITH FINES |  | GM | SILTY GRAVELS, GRAVEL - SAND. SILT MIXTURES |
|  |  | (APPRECIABLE AMIOUNT OF FINES) |  | GC | CLAYEY GRAVELS, GRAVEL - SAND CLAY MIXTURES |
| MORE THAN $50 \%$ OF MATERIAL IS LARGER THAN NO. 200 SSIZE | SAND AND SANDY SOILS | CLEAN SANDS | 洌 | SW | WELL-GRADED SANDS, GRAVELLY SANDS, LITLE OR NO FINES |
|  |  | (LITLE OR NO FINES) | $\because \because$ | SP | POORLY-GRADED SANDS, <br> GRAVELLY SAND, LITTLE OR NO FINES |
|  | MORE THAN 50\% OF COARSE FRACTION PASSING ON NO.4 SIEVE 4 SIEVE | SANDS WITH FINES |  | SM | SILTY SANDS, SAND-SILT MIXTURES |
|  |  | (APPRECIABLE AMOUNT OF FINES |  | SC | CLAYEY SANDS, SAND - CLAY MIXTURES |
| $\begin{aligned} & \text { FINE } \\ & \text { GRAINED } \\ & \text { SOILS } \end{aligned}$ | SILTS  <br> AND  <br> CLAYS LESU LHAMIT |  |  | ML | INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY SILTSWITH SLGHT PLASTCIT |
|  |  |  |  | CL | inorganic clays of low to MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS |
|  |  |  | $=1$ | OL | ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY |
| MORE THAN 50\% OF MATERIAL IS SMALLER THAN NO. 200 SIEVESIZE | $\begin{aligned} & \text { SILTS } \\ & \text { AND } \\ & \text { CLAYS } \end{aligned}$ | LIQUID LIMIT GREATER THAN 50 |  | MH | INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOLLS |
|  |  |  |  | CH | INORGANIC CLAYS OF HIGH PLASTICITY |
|  |  |  |  | OH | ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS |
| HIGHLY ORGANIC SOILS |  |  |  | PT | PEAT. HUMUS, SWAMP SOILS WITH HIGHORGANIC CONTENTS |

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

SUBSURFACE INVESTIGATION
BORING LOG

Shect No. 1 of 1


## CORE PHOTOGRAPHIC RECORD

## West Hickman 7 <br> Wet Weather Storage Improvements



## B-3A - Box 1 of 3



B-3A - Box 2 of 3

## CORE PHOTOGRAPHIC RECORD

West Hickman 7
Wet Weather Storage Improvements



## CORE PHOTOGRAPHIC RECORD

## West Hickman 7 <br> Wet Weather Storage Improvements



B-5A - Box 1 of 3


## CORE PHOTOGRAPHIC RECORD

West Hickman 7
Wet Weather Storage Improvements


B-5A - Box 3 of 3

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

### 1.02 LEGAL STATUS OF BIDDER

Bidder_ Midwest Mole Inc. $\qquad$
Date $\qquad$
*A. A corporation duly organized and doing business under the laws of the State of INDIANA, for whom $\qquad$ Jason D Miller bearing the official title of President whose signature is affixed to this Bid is duly authorized to execute contracts.

* A A M as such)
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
- $\alpha$ A
$\qquad$
$\qquad$
$\qquad$
*The Bidder shall fill out the appropriate form and strike out the other two.

Comes the Affiant, $\qquad$ Jason D Miller/President and alter being first duly sworn, states under penalty of perjury as follows:
A. His/her name is $\qquad$ Jason D Miller and he/she is the individual submitting the Bid or is the authorized representalive of

Midwest Mole Inc.
the Bid (hereinafter referred to as "Bidder"). the entity submitting

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

Further, Affiant sayeth naught.


STATE OF $\qquad$ INDIANA

COUNTY OF HANCOCK

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


My Commission expires:


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

If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
For a lump sum based bid, the llem total Is the bld amount the Owrier uses for bid comparison.

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

WH7 CONTRACT NO. 1 NEW CIRCLE ROAD CROSSING - BID SCHEDULE


## TOTAL EID AMOUNT:

One Million Five Hundred Twenty One Thousand Seven Hundred Sixty.
$\qquad$
Doilars (\$ 1,521,760.

Respectfully Submitted,

FIRM: $\qquad$
ADDRESS: 6814 W 350 N
CITY/STATERIP: Greenfield, IN 46140

DATE:_June 27rd, 2017
BY:


TITLE: $\qquad$
PHONE: 317-545-1335
(area code, number \& extension)
EMAIL ADDRESS: jason@midwestmole.com

## OFFICIAL ADDRESS AND PHONE:

Midwest Mole Inc.
6814 W 350 N. Greenfield. IN 46140
Phone: 317-545-1335 (Seal it Bid is by Corporation)

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

### 1.05 STATEMENT OF BIODER'S QUALIFICATIONS

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Bid:
A. Name of Bidder: Midwest Mole Inc.
B. Permanent Place of Business: $6814 \omega .350 N$, (greenfield) IN
C. When Organized: $02-25-1982$ 46140
D. Where Incorporated:

E. Financial Condition:

If specifically requested by the Owner, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the Owner's Division of Central Purchasing within seven (7) calendar days following the Bid opening. Ocknowleafed
F. In the event the Agreement is awarded to the undersigned, Performance, Payment, Erosion and Sediment Control, and Warranty bonds will be furnished by:

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

NAME
LOCATION
CONTRACT SUM

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

NAME
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$


|  |  |  | Midwest Mole,Jun-17 |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | $\mathrm{Jab} \%$ | Customer |  | Orisinal contrast | Purcent Complete | Estimated Complation |
| 1 | 10034 | William Charles | \$ | 5,608,713 | 40.00\% | 8/31/2017 |
| 2 | Multiple | Isolux Corsan | \$ | 9,842,700 | 98.00\% | 7/1/2017 |
| 3 | 20218 | Bowen Engineering | \$ | 468,635 | 0,00\% | 8/25/2017 |
| 4 | 20235 | IN American Water | \$ | 740,000 | 97.00\% | 6/30/2017 |
| 5 | 20239 | FA Wilhelm Construction | \$ | 3,385,000 | 95.00\% | 6/26/2017 |
| 6 | 20245 | Bowen Engineering | \$ | 610,000 | 70.00\% | 6/30/2017 |
| 7 | 20247 | Bowen Engineering | \$ | 170,078 | 0,00\% | 7/17/2017 |
| 8 | 20251 | Bowen Engineerlng | \$ | 264,315 | 68.00\% | 6/15/2017 |
| 9 | 20254 | Bowen Engineering | \$ | 1,000,000 | 0.00\% | 9/8/2017 |
| 10 | 20257 | Town of Pittsboro | 5 | 7,500 | 0.00\% | 10/8/2017 |
| 11 | 20258 | Calumet Civil | \$ | 98,660 | 35.00\% | 6/30/2017 |
| 12 | 20260 | IN Dept of Transportation | \$ | 337,387 | 0.00\% | 9/7/2017 |
| 13 | 20261 | Gradex, Inc. | \$ | 125,000 | 5.00\% | 9/1/2017 |
| 14 | 20262 | Bowen Englneerlng | \$ | 197,000 | 20.00\% | 6/27/2017 |
| 15 | 20265 | IN Dept of Transportation | \$ | B89,805 | 0.00\% | 11/25/2017 |
| 16 | 20266 | Walsh Construction | \$ | 501,024 | 0.00\% | 5/1/2018 |
| 17 | 20267 | TSW Utility Solutions | \$ | 10,150 | 100.00\% | 6/1/2017 |
| 18 | 30035 | Sanitariodistrict No 1 | \$ | 1,274,000 | 0.00\% | 3/15/2018 |
| 19 | 50032 | Rack \& Ballauer | \$ | 207,205 | 58.00\% | 7/14/2017 |
| 20 | 50033 | Building Crafts, Inc. | \$ | 513,692 | 0.00\% | 9/22/2017 |
| 21 | 60099 | JB James Construction - LA | \$ | 1,018,548 | 87.00\% | 6/25/2017 |
| 22 | 60107 | Corinthian Contractors - DC | \$ | 36,800 | 0.00\% | 11/25/2017 |
| 23 | 60108 | HRI, Inc. - PA | \$ | 778,860 | 0.00\% | 9/1/2017 |
| 24 | 60109 | Milani Construction - MD | \$ | 202,354 | 0.00\% | 11/25/2017 |
| 25 | 60110 | William B. Hopke - MD | \$ | 598,444 | 0.00\% | 3/15/2018 |

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

NAME _General Superintendent Foreman NO. OF YEARS WITH BIDDER
Jason D Miller

Gary Gagliardj $\qquad$ Josh Miller $\qquad$ Darryl Dean. Iose Ortega

POSITION DESCRIPTION
President
Safety Director Superintendent
$\qquad$ 20years 9years 18 years 25years $20 y e a r s$
J. MWDBE Participation on current bonded projects under conlract:

| $\frac{\text { Subcontractors }}{\text { (LIST) }}$ | ${ }_{\text {(SPECIFICT TYPE) }}^{\text {Pros }}$ | MWDEE | \% of WORK |
| :---: | :---: | :---: | :---: |
| Indiana Sign \& Barricade | Jack and Bore | DBE | 9\% |
| Crane Environmental | Jack and Bore | DBE | 3\% |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

### 1.06 LIST OF PROPOSED SUBCONTRACTORS

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

| BRANCH OF WORK** | SUBCONTRACTOR | MWDBE (yos/no) | $\%$ of <br> (List each major item) |
| :--- | :--- | :--- | :--- |
| 1. Seeding | Name: Somthin Bloomin |  |  |

2. Construction Stakin

Address: 1045 Higbee Mill Rd
Lexington, KY

Name: _ Allen Engineering__Yes _ 38\%

Address: 2509 Lenlake Ct.
Lexington, KY
3. Hauling $\qquad$ Name: SLI Contracting Yes . $.76 \%$

Address: 1141 Red Mile Rd Suite 201
Lexington, KY 40504
4. $\qquad$ Name: $\qquad$
$\qquad$

Address: $\qquad$
5. $\qquad$ Name: $\qquad$
$\qquad$
$\qquad$

Address: $\qquad$
$\qquad$
6. $\qquad$ Name: $\qquad$

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

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


| NAME OF INDIVIDUAL: | Tason D Miller |
| :--- | :--- |
| POSITIONTITLE: | President |
| STATEMENT OF EXPERIENCE: See Attached Resume |  |

NAME OF INDIVIDUAL:
Gary Gagliardi

POSITION/TITLE:
Safety Director
statement of experience: ... See Attached Resume

NAME OF INDIVIDUAL: $\qquad$
Josh Miller

POSITIONTITLE:

## Supperintendent

statement of experience: _ See Attached Resume

NAME OF INDIVIDUAL:
Darryl Dean
General Superintendent
POSITION/TITLE:
: See Attached Resume

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

| NAME OF INDIVIDUAL: | Joe Butor |
| :---: | :---: |
| POSITIONTITLE; | Operations Manager |
| STATEMENT OF EXPERIENCE: | See Attached Resume |
| NAME OF INDIVIDUAL: | Steve Abernathy |
| POSITION/TITLE: | Vice President of Operations/ Project Manager |
| STATEMENT OF EXPEAIENCE: | See Attached Resume |

NAME OF INDIVIDUAL: _lose Ortega

POSTTON/TITLE:
Foreman

STATEMENT OF EXPERIENCE: See Attached Resume

NAME OF INDIVIDUAL: N/A

POSITION/TITLE:

STATEMENT OF EXPERIENCE: $\qquad$

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

## Jason Miller President

## Experience Summary:

With over 20 years of experience in the Trenchless Industry, Mr. Miller is an authority in trenchless technology with hands on experience in almost every trenchless method available. He has been involved in numerous aspects of the industry from laborer to management and often serves as consultant on Design/Build projects throughout the nation. His analysis of means and methods and strategic planning has proven to be beneficial to various private owners and municipalities with effective and economical solutions.

## Professional Experience:

- President - 2012 to Present. Mr. Miller supervises all aspects of operations from bid preparation to review of all completed jobs. He directs and coordinates all field operations and the infrastructure which supports them.
- Vice President - Midwest Mole, Inc. 2003 to 2012. Mr. Miller was responsible for the overall operations of the company to include; directing the preparation of estimates, direction of all field activities, review and inspection of proposed jobsites, project coordination and assisting the Project Managers with ongoing projects.
- Estimator, Midwest Mole, Inc. 1998-2003. Mr. Miller was responsible for analyzing blueprints, specifications, proposals, and other documentation to prepare bids for projects. He remained knowledgeable about new technology and innovations in the trenchless industry. Mr. Miller assisted the Project Managers during projects.
- Laborer, Midwest Mole, Inc., 1995-1998. Mr. Miller gained hands on experience in multiple aspects of the Trenchless Industry in the field. He worked on crews performing hand tunneling, machine tunneling, auger boring, pipe hammering, pipe rehab and more.


## Work Experience:

## Design/Build and Value Engineering Projects:

- Oakley Station CSO 551 and 553 Separation Sewer, Cincinnati, OH Design - Build Storm Sewer Project: $1,933^{\prime}$ of $92^{\prime \prime}$ rib \& board tunnel with $60^{\prime \prime}$ Hobas FRP Liner, $300^{\prime} 72^{\prime \prime}$ Jacked RCP HWY Crossing, $120^{\prime} 72^{\prime \prime}$ and $76^{\prime} 60^{\prime \prime}$ RCP Open Cut. 72" Outfall, 6 Stom 72" $-120^{\prime \prime}$ manholes, Work pit shoring and excavation, and 40' deep 10' and 11' diameter shafts for tuanel access and manholes, MOT and restoration Project Value $\$ 5.2 \mathrm{M}$
- Shayler Run Segment "C" Sewer Replacement, OH: This project consisted of 9500' of 72" rock tunnel in 7 runs for a 42" HOBAS sewer; 8 work shafts and related manholes ranging from 25' to 45' deep. It was originally proposed as 10 runs. Mr. Miller and other key company personnel worked with

the engineer and owner to obtain new easement rights, change the alignment, and reduce the number of bores to 7 which resulted in substantial savings for the owner.
- Thermal Utility Corridor for New Midfield Terminal, Indianapolis Airport: After the engineer of this project presented $90 \%$ drawings Midwest Mole was contacted to propose cost saving jdeas. Mr. Miller along with the GC proposed major design changes that were approved which resulted in a savings of roughly $\$ 20 \mathrm{M}$ for the owner. The end result was a project consisting of $2000^{\prime}$ of $108^{\prime \prime}$ tunnel liner plates for multiple utilities under the existing runways and taxiways and installation of over 3000 CY of grout to fill annular spaces. Midwest Mole won the Project of the Year for Trenchless Technology in 2007 for this project.
- Delphi Delco Storm Drainage Project, Kokomo, IN: 800' of 57" OD Steel Casing pipe was installed beneath the assembly plant. There were 2 work shafts. The receiving pits were initially designed under the plant for 2 tunnels. Mr. Miller assisted in designing cost saving methods to retrieve TBM's from under the plant floors without disruption of plant production resulting in substantial cost savings for the owner.
- Permars Rum Relief, OH. The project consisted of installing 1,300' of 84 " beam and lagging tunnel, $770^{\prime}$ of $66^{\prime \prime}$ beam and lagging tunnel, $170^{\prime}$ of $54^{\prime \prime \prime}$ casing bore, $450^{\prime}$ of $48^{\prime \prime}$ open cut. There were 7 work shafts with associate MH's and structures ranging from $20^{\prime}$ to $45^{\prime}$ depth. A cast in place concrete junction structure was erected around an existing $42^{\prime \prime}$ live sewer to tie in new pipeline. Mr. Miller and other key personnel worked to get the alignments changed and give recommendations on pit locations and other key project design issues.
- Chilled Water Expansion to Eli Lilly, IN: The project consisted of $400^{\prime}$ of $58^{\prime \prime}$ steel casing by jacking method, $580^{\prime}$ of $54^{\prime \prime}$ steel casing by handmine method, three main pits and three receiving pits- up to $30^{\prime}$ depth. Mr. Miller was presented with concepts for what needed to be accomplished with this project and worked with the engineer to determine the best methodology including the determination of shaft alignment, location and size, line and grade, and settlement requirements.
- CSX Barr Yard, Riverdale, IL: This project was a complete design/build consisting of $6500^{\prime}$ of $18^{\prime \prime}$ and $1000^{\prime}$ of $36^{\prime \prime} \mathrm{CMP}$ installed via primarily open cut. There were 3 bores and numerous manholes. Mr. Miller and other key personnel worked with CSX Railroad to address drainage issues in their Chicago area rail yard proposing all necessary steps and measures to correct the problems including the type, size,
location and depth of pipe needed.

Mr. Miller has also worked as Project Manager on the following notable projects:

- Latonia Sewer Project, KY. Mr. Miller was responsible for all aspects of this project. The project consisted of $740^{\prime}$ of $84^{\prime \prime}$ ring beam and lagging tunnel for a 60" sanitary sewer.
- North Orange, Section 5 Sanitary Trunk Sewer, OH. Mr. Miller was responsible for all aspects of this project. The project consisted of $795^{\prime}$ of $66^{\prime \prime}$ tunnel liner plate by TBM rock tunnel and $25^{\prime}$ round by $40^{\circ}$ deep work shaft. Tunnel for new $36^{\prime \prime}$ sanitary sewer.


## Professional Organization:

NUCA National Trenchless Technology Committee
Board Member, Committee Chair NUCA of Indiana.


Gary Gagliardi, CFPS
Corporate Safety Director

## Experience Summary:

Mr. Gagliardi has 24 years of safety experience in the areas of regulatory compliance, best practices, safety management, and training. A Certified Fire Protection Specialist, he is also an authorized OSHA Outreach Instructor in both Construction and General Industry.

## Professional Experience:

- Corporate Safety Director, Midwest Mole, Inc. 2008 to Present. Mr. Gagliardi is responsible for directing and implementing all aspects of Midwest Mole's safety program, policies, and procedures. His responsibilities include site inspections to ensure safety compliance, maintaining the substance abuse program, workers compensation, insurance claims, safety committee, and employee training.
- Vice President, Safety Resources, Inc. 1999-2008. Mr. Gagliardi was responsible for providing clients multi-level services in all aspects of safety in both the construction and industrial fields. He directed operations, managed business functions, provided supervision, mentored and proyided guidance to junior consultants. Mr. Gagliardi developed relationships with many associations including SMACNA, and Indiana Construction Association, serving on the ICA safety counsel for several years.
- Safety Consultant, Midwest Consulting, 1997-1999. Mr. Gagliardi conducted site safety supervision, performed audits, site safety inspections, and safety training. He also provided site safety supervision during the construction of a major grain processing plant and an industrial steel processing plant.
- Safety and Security Manager, Gulfport Job Corps Center, 1992-1997. Mr. Gagliardi was responsible for the safety and security of 100 staff members and 350 students in a campus environment with vocational classes in numerous construction trades. His duties included developing safety policies and procedures, conducting staff and student safety training.
- Trainer/Researcher, GE Leadership Center, 1991-1992, Mr. Gagliardi developed training in management and leadership. Conducted research for new and innovative leadership training material. He also wrote executive summaries.
- Military Career, United States Air Force, 1971-1991. Mr. Gagliardi served in the United States Air Force. He held many positions in a variety of disciplines including: Director of Quality Management, Alarm Specialist, Electronic Control Systems, and HVAC Technician. His hands-on experience in skills including electrical, pipefitting and HVAC provides him with an understanding of the worker perspective in their performance of work.


## Professional Achievements/Associations:

- University of Maryland, Business Administration
- Certified Fire Protection Specialist \#1925
- National Fire Protection Association
- Indiana Construction Association Safety Director committee
- Metro Indianapolis Coalition for Construction Safety, Inc (MICCS) Director's committee
- Speaker at the XIX International Occupational Ergonomics \& Safety Conference on the topic of tribometry.
- Published research paper titled "The Integration of the Science of Slips and Falls in a Comprehensive Program to Affect Change." in the Joumal of the International Society for Occupational Ergonomics \& Safety.
- Frequent presenter for BLR (Business and Legal Reports) teleconferences and webinars on various safety topics.
- Published articles in the Trenchless Technology magazine,
- Featured in Los Angeles Times article on safety.
- Midwest Mole Safety Awards:
- 2014 MICCS Safety Leadership Award
- 2012 MICCS Safety Leadership Award
- 2011 UCA Safety Award
- 2011 ICA Golden Summit Safety Award
- 2010 NRC/RT \& S Contractor Safety Award
- 2010 ICA Golden Summit Safety Award
- 2009 MICCS Safety Leadership Award
- 2008 ICA Golden Summit Safety Award
- OSHA Course \#500, Trainer Course in Occupational Safety and Health for Construction
- OSHA Course \#501, Trainer Course in Occupational Safety and Health in General Industry
- OSHA Course \#225, Principals of Ergonomics
- OSHA Course \#210A, Hazardous Materials
- OSHA Course \#309A, Electrical Standards
- OSHA Course \#204A, Machinery and Machine Guarding Standards
- OSHA Course \#510, Occupational Safety and Health Standards in the Construction Industry
- OSHA Course \#503, Update for General Industry
- Certified CPR and AED Instructor
- Life Safety Code Seminar
- Fire and Life Safety in Health Care Occupancies
- Radiation Safety
- Advanced Fire Alann Systems

Josh Miller has over 19 years of experience in the trenchless industry with multiple bore and tunnel projects.
SUPERINTENDENT, Midwest Mole Inc, 2005 - Present Job duties include all aspects of the mobilization, execution, and demobilization of projects, planning details of the working procedure by determining the needed labor and supplies and develop a logical approach to completing the work to ensure performance in a safe and productive manner, constantly monitoring the job sites in search of ways to improve methods, equipment, and the quality of the jobs, advise estimating in job costing bids.

Foreman/Shop Foreman, Midwest Mole Inc, 1998-2005 Job duties included ensuring that all jobsites had the equipment and supplies they needed in a timely manner to prevent downtime, maintaining company equipment; repaining excavators, cranes, and all the tunneling equipment, design and fabrication for special equipment that may be needed, field fabrication of needed parts/equipment, assisting the superintendents with allocation of manpower and equipment needs on projects, planning, assigning, and directing work flow, maintaining time and production records, training employees, and coordination and evaluation projects.

## CURRENT PROJECTS:

- Duke Energy WR 106 Ph 2, Vigo, Co, IN 2 runs totaling 1100' of 87.5 inch Rib and Lagging for $60^{\prime \prime}$ HOBAS under multiple RR; 2 runs totaling $286^{\prime}$ of $72^{\prime \prime}$ under a levee.
- Brownsburg Sanitary Sewer Improvement CR900, Brownsburg, IN 135' of 66" casing
- Crawfordsvill POTW GSC, Crawfordswille, IN $100^{\prime}$ of $60^{\prime \prime}$ steel casing for $36{ }^{\prime \prime}$ ADS carrier storn sewer


## HIGHLIGHT OF PAST PROJECTS:

- Shayler Run Segment "C"Sewer Replacement, Clermont County, OH. Project Superintendent: 9,450 linear feet of 72 -inch ring beam and lagging tunnel in solid rock in segments ranging from 816' to 2,000' for a 42 inch HOBAS sewer line; construction of 8 work shafts and manholes ranging from $37^{\prime}$ to $84^{\prime}$ in depth. Mr. Miller commissioned a new Robbins RH72 Rock TBM on this project.
- Permars Run Relief, Steubenville, OH. The project consisted of 1300' of 84" beam and lagging tunnel, 770' of $66^{\prime \prime}$ beam and lagging tunnel in solid rock, $170^{\prime}$ of $54^{\prime \prime}$ casing bore, $450^{\prime}$ of $48^{\prime \prime}$ open cut and connecting existing structures. The project had 7 shafts ranging from $30^{\prime}$ to $50^{\prime}$ in depth.
- GM Powertrain, Bedford, IN. 610' of $60^{\prime \prime}$ rib and board tunnel in solid rock under a large hill for a 48" OD FDPPE storm sewer
- Southeastern Interceptor Relief Sewer, Louisville, KY 540' of $72^{\prime \prime}$ casing in solid rock for a $60^{\prime \prime}$ sewer under NS RR, Hikes Lane, and Newburg Road for a sanitary sewer.
- Mounds Creek Culverts, Mound City, ML. Mr. Miller supervised the installation of two $260^{\prime}$ lines of $92^{\prime \prime}$ steel casing under a levee where the Ohio River meets the Mississippi River
- New Indianapolis Airport Midfield Terminal Utility Corridor, Indianapolis, IN. Mr. Miller was responsible for the installation of 2,018' of 102" tunnel liner plate, and EPB tunnel under runways and taxiways for multiple utilities.


Darryl Dean<br>General<br>Superintendent

Darryl Dean has over 28 years of experience in the trenchless industry supervising and assisting in the completion of various types of work including pipe hammering, pipe jacking, pipe boring, and conventional tunneling of various lengths and sizes.

Midwest Mole, Inc., 1991- Present. Present job duties include all aspects of the mobilization, execution, and demobilization of projects, planning details of the working procedure by determining the needed labor and supplies and develop a logical approach to completing the work to ensure performance in a safe and productive manner, constantly monitoring the job sites in search of ways to improve methods, equipment, and the quality of the jobs, advise estimating in job costing bids, and acts as a liaison between the company and the general contractor.

## CURRENT PROJECTS:

- Fuller Creek Trunk Sewer Phase C, Rockford, IL 1,830' ( $3 \times 500^{\prime}$ runs \& $1 \times 330^{\prime}$ ) of $54^{\prime \prime}$ casing for a new $24^{\prime \prime}$ sewer and grout - solid rock work and (1) mixed face ground crossing
- Riviera Dr Sewer Replacement Project, Bellevue, KY 350' of 54" HOBAS
- Riverside Drive CSO Repair, Cincinnati, OH $240^{\prime}$ of $72^{\prime \prime}$ HOBAS under RR and road for storm sewer tunnel at $0.75 \%$ max grade


## HIGHLIGHT OF PAST PROJECTS:

- Des Plaines River CSO Overfow Tunnel, Joliet, IL 840' of 120" solid rock tunnel under the Des Plaines River for dual 24" HOBAS lines and a $60^{\prime \prime}$ HOBAS overflow. $22^{\circ}$ diameter shaft in solid rock at $60^{\prime}$ depth. Tunnel was under an Army Corp regulated area of the Des Plaines river (Corp regulated concrete walls).
- North Orange, Section 5 Sanitary Trunk Sewer, Delaware County, OH. Mr. Dean was responsible for all aspects of the field work. The project consisted of 795' of 66" liner plate tonnel by TBM in solid rock. Tunnel with 25 ' round by 40 ' deep work shaft in solid rock.
- Flat Branch Pump Station and Force Main, Manassas, VA 3 runs totaling 950 ' of 54 " casing using solid rock TBM for $36^{\prime \prime}$ DIP; 2 work shafts - $16^{\prime}$ and 32' diameter
- Permars Run Relief, Steubenville, $\mathbf{O H} .1,300^{\prime}$ of $84^{\prime \prime}$ beam and lagging tunnel, $770^{\prime}$ of $66^{\prime \prime}$ beam and lagging tunnel in solid rock, $170^{\prime}$ of $54^{\prime \prime}$ casing bore, $450^{\prime}$ of $48^{\prime \prime}$ open cut and connecting existing structures; 7 shafts ranging from $30^{\prime}-50^{\prime}$ in depth.
- Cooper Creek Replacement Sewer, Cincinnati, OH 521' of 48", 218' of 54" and 497' of 54" steel casing, all in solid rock
- UOSA Primary Curifiers, Centreville, VA $400^{\prime}$ of $60^{\prime \prime}$ solid rock tunnel for a $36^{\prime \prime}$ DIP sewer
- Laflim Street System \#4A, Chicago, IL. Tunneling 992' of 66" RCP and $291^{\prime}$ of $60^{\prime \prime}$ RCP by jacking method.
- Latonia Sewer Project, Latonia, KY. $740^{\prime}$ of $84^{\prime \prime}$ ring beam and lagging tunnel for a $60^{\prime \prime}$ future pipe sanitary sewer.
- Bliss Run Trunk Sewer Phase 3, Columbus, OH 362' of $108^{\prime \prime}$ ribs and lagging for an $84^{\prime \prime}$ HOBAS pipe under Main Street to be used as a storm sewer.
- Des Plaines Tunnel System, Chicago, IL. 3,318' of $54^{\prime \prime}$ to $96^{\prime \prime}$ RCP with the longest runs being $935^{\prime}$ of $72^{\prime \prime}$ and $972^{\prime}$ of $52^{\text {" }}$ using the jacking method for the tunneling.
- Maple/Berkshire Sanitary Sewer Improvements, Mount Prospect, IL. 345' of 12" O.D. RCP jack pipe in two (2) runs of $153^{\prime}$ and $192^{\prime}$ of $38^{\prime \prime}$ round shaft at $35^{\prime}$ deep, $24^{\prime \prime}$ round shaft at $30^{\prime}$ deep and two (2) $16^{\prime}$ round shafts at $25^{\prime}$ deep.


Jose Ortega has over 18 years of experience in the Trenchless Industry. As Lead Foreman on countless tunneling, boring, and grouting projects, Mr. Ortega has led several crews on successful crossings of various sizes utilizing several different methods of installation.

Midwest Mole, Inc., 1999-Present. Jose Ortega started as a laborer gaining valuable hands on experience assisting Management in expediting successful jobs with duties including mobilization, job site preparation, running Auger Boring Machines, Tunnel Boring Machines, haul units, and grouting. His attention to detail and ability to lead crew members led to his eventual position as Lead Foreman in which he is responsible for assisting the Superintendent in expediting successful jobs by planning the work procedure, allocating manpower and equipment, and oversight of laborers and subcontractors to ensure work is being performed in a safe and productive manner. Mr. Ortega is also bilingual.

## HIGHLIGHT OF PAST PROJECTS:

- Des Plaines River CSO Overflow Tunnel, Joliet, IL $840^{\prime}$ ' of $120^{\prime \prime}$ solid rock tunnel under the Des Plaines River for dual $24^{\prime \prime}$ HOBAS lines and a $60^{\prime \prime}$ HOBAS overflow. $22^{\prime}$ diameter shaft in solid rock at $60^{\circ}$ depth. Tunnel was under an Army Corp regulated area of the Des Plaines river (Corp regulated concrete walls).
- GM Powertrain, Bedford, IN. Mr. Ortega was responsible for all aspects of the field work. The project consisted of tunneling $610^{\prime}$ of $60^{\prime \prime}$ rib and board under a large hill for a storm sewer.
- Cooper Creek Replacement Sewer, Cincinnati, OH 521' of 48", 218' of 54" and 497' of 54" steel casing, all in solid rock
- Allen Fork Collection System Phase 1, Cincinnati, OH 313' of 54" steel casing in rock
- Billtown Interceptor Gravity Sewer, Louisville, KY 382' of 54" in rock under a road for a 30" gravity sewer
- Oakley Station CSO 551 and 553 Separation Sewer, Cincinnati, OH Design - Build Storm Sewer Project: 1,933 of $92^{\prime \prime}$ rib \& board tunnel with 60" Hobas FRP Liner, 300' $72^{\prime \prime}$ Jacked RCP HWY Crossing, 120' $72^{\prime \prime}$ and 76' $60^{\prime \prime}$ RCP Open Cut. 72" Outfall, 6 Storm 72" $-120^{\prime \prime}$ manholes, Work pit shoring and excavation, and $40^{\prime}$ deep $10^{\prime}$ and $11^{\prime}$ diameter shafts for tunnel access and manholes, MOT and restoration Project Value $\$ 5.2 \mathrm{M}$
- CEG White River CCS Phase 1, Indianapolis, IN Project included 168' of 72" RCP jack pipe installed via handmine and $88^{\prime}$ of $108^{\prime \prime}$ RCP jack pipe installed via excavator shield
- Cayuga Pedestrian 'Tunnel, Cayuga, IN. 206' of $140^{\prime \prime}$ ID casing under 5 sets of railroad spurs
- EPCO, Indianapolis, IN. $60^{\prime}$ of $72^{\prime \prime}$ RCP under a fuel line for a storm sewer
- White River CCS Phase 1, Indianapolis, IN. $168^{\prime}$ of $72^{\prime \prime}$ direct jack RCP. $88^{\prime}$ of $108^{\prime \prime}$ direct jack RCP
- B-38000-A, Floyd County, IN. Replaced $278^{\prime}$ of $60^{\prime \prime}$ RCP
- IL-25 at 1-90 Interchange. Cook, DuPage, and Kane Counties, IL. 6 crossings totaling 1826' of casing ranging from 15 " to $54^{\prime \prime}$.
- New Indianapolis Airport Midfield Terminal Utility Corridor, Indianapolis, IN. Mr. Ortega supervised the installation of $2,018^{\prime}$ of $102^{\prime \prime}$ tunnel liner plate, and EPB tunnel under runways and taxiways for multiple utilities.
- SE Brookside Drive \& Covert Ave, Evansville, IN. 282' of 84" jackable RCP under US 41 for a gravity sewer.
- VDOT - Route 7 Westhound Truck Climing Lane, Leesburg, VA. 205' of 36"; 235' of 48"; 275' of 54"; $130^{\prime \prime}$ of 66" RCP pipe jacking; 180' of 60-66" RCP. Pipe jacking total of 10 crossing
- Square 737 and 739 Sewer Relocation, Washington DC. Project included $918^{\prime}$ of $48^{\prime \prime}$ Hobas jack pipe in 4 runs at 40-50 foot depth for sanitary sewer relocation; 2 rib and board work shafts $26^{\prime}$ diameter; 3 rib and board receiving shafts 32 ' diameter, 3 CIP and 2 Precast manholes and associated temporary passive sewer bypass.

Stephen D. Abernathy
Vice President of Operations / Project Manager

## Experience Summary:

Mr. Abemathy has over 25 years experience in Heavy Civil Construction and Municipal Infrastructure. Working as a general contractor and a subcontractor, he has directed numerous underground utility, roadway, bridge, site and other projects in the capacity of a project manager and as a company executive. Currently he oversees and coordinates major project operations and assists the President and Vice President of the company in making crucial decisions to enhance our services to our customers.

## Professional Experience:

- Project Manager, Vice President - Midwest Mole, Inc. 2009 to Present. Mr. Abernathy is responsible for overall management and the construction field operations for major company projects including: Direction of construction operations, Area operations managernent, and Project management.
- General Manager - Bray-Arnsperger Excavating, Inc. 2005-2008. The GM of a $\$ 20 \mathrm{M}+$ commercial excavation, utility and site development contractor that employed approximately 95 people. Mr. Abernathy managed and oversaw all company operations including estimating, project management, field operations, personnel, safety and equipment management with profit and loss responsibility.

Vice President-Sunesis Construction Co. 1992 to 2005.-Started his position as projectmanager to manage roadway, underground utility, bridge and other construction projects as company grew from revenue $\$ 2 \mathrm{mill}$ to $\$ 7$ mill per year. In 1995, he was promoted to Vice President. Mr. Abernathy led the diversified public works and infrastructure business in growth from $\$ 7 \mathrm{M}$ to $\$ 34 \mathrm{M}+$ in annual revenue and from 40 to 150 employees performing work in three states. Directed field operations and project management staff to fulfill the company's contractual obligations. Implemented and updated organizational structure and systems to facilitate profitable growth and increase operational efficiency.

## Education:

Purdue University, W. Lafayette, IN
Bachelor of Science - Mechanical Engineering
Graduate 1988

## Professional Organizations:

American Society of Civil Engineers; ASCE
Society for Mining, Metallurgy, and Exploration; SME

|  | 6814 W. 350 N. - GreenHeld, IN 46140 PHONE: 317.545.1335 - FAX 317.545.1558 |
| :---: | :---: |
| SAFETY FIRST, QUALITY SECOND. PRODUCTION THIRD |  |
|  |  |
|  | - Tkathath ESE 8 PECMALITI |

## Stephen D. Abernathy

Vice President of Operations / Project Manager

## Selected Project Experience:

- Des Plaines River CSO Overflow Tunnel, Joliet, IL $840^{\prime}$ of $120^{\prime \prime}$ rock tunnel under the Des Plaines River for dual $24^{\prime \prime}$ HOBAS lines and a $60^{\prime \prime}$ HOBAS overflow. 22' diameter shaft at $60^{\prime}$ depth.
- Shayler Run Segment "C" Sewer Replacement, Clermont Co, OH. The project consisted of approximately 9500 LF of $72^{\prime \prime}$ Rock Tunnel in 7 runs for a 42 " HOBAS sewer, 8 work shafts and related manholes ranging from 30' to $55^{\prime}$ depths. Project Value $\$ 15 \mathrm{M}$
- Flat Branch Pump Station \& Force Main, Manassas, VA 3 runs totaling 909' of 54" casing using Rock TBM for a 36" HOBAS sanitary sewer; 2 work shafts-32' and 16' diameter Project Value $\$ 1.1 \mathrm{M}$
- Permars Run Relief, Steubenville, $\mathbf{O H} .1,300^{\prime}$ of $84^{\prime \prime}$ beam and lagging tunnel, $770^{\circ}$ of $66^{\prime \prime}$ beam and lagging tunnel in solid rock, $1^{\prime 7}$ ' of $54^{\prime \prime}$ casing bore, $450^{\prime}$ of $48^{\prime \prime}$ open cut and connecting existing structures; 7 shafts ranging from $30^{\prime}-50^{\prime}$ in depth
- Southeastern Interceptor Relief Sewer, Lauisville, KY 540' of $60^{\prime \prime}$ under NS RR, Hikes Lane, and Newburg Road for a sanitary sewer.
- Cooper Creek Replacement Sewer, Cincinnati, OH 521' of 48", 218' of 54" and 497' of $54^{\prime \prime}$ steel casing, all in solid rock
- UOSA Primary Curifiers, Centreville, VA 400' of 60's solid rock tunnel for a 36" DIP sewer
- LL Tallway I-13-4104, Cook, Dupage and Kane Co, IL. The project consisted of $227^{\prime}$ of $24^{\prime \prime}, 649^{\prime}$ of $30^{\prime \prime}$, $609^{\prime}$ of $72^{\prime \prime}, 95^{\prime}$ of $48^{\prime \prime}, 57^{\prime}$ of $66^{\prime \prime}$ pipe hammered under highway.
- Shadow Wood WWTP Decommission, Louisville, KY 2 runs totaling 485' of 36"-44" walled steel casing under Harrods Creek for a $15^{\prime \prime}$ PVC Sewer
- Queen City Ave Sewer Separation Phase 1, Cincinnati, OH 90' of $84^{\prime \prime I D} / 87^{\prime \prime}$ OD fiberglass jacking pipe under utilities for a sewer
- ODOT 236, Toledo, OH 2,143' of 57" ID/60"OD Hobas Slipliner pipe inside an existing deteriorated 66" RCP
 sewer; install one manhole; bulkhead the ends of the liner, and fill the annular space with lighweight cellular grout.
- US Coast Guard Headquarters, Washington DC 2,539' of 90" Slipline pipe inside an existing 102" x $114^{\prime \prime}$ brick and concrete sanitary sewer. Both Straight and curved sections were lined
- ENRF Enhanced Nitrogen Removal Facility Phase 2, Washington DC 238' of 144'ID/170" OD RCP Jack Pipe under existing tanks and roads for gravity sewer.
- M Street Diversion Sewer, Washington DC Rehab East Side Interceptor: 1,121' of existing 75" concrete and brick sliplined with $60^{\prime \prime}$ and $63^{\prime \prime}$ Flow-lite for a gravity sewer.
- South Forced Lower Capacity Improvements, Baton Rouge, LA 6 runs totaling 1,939' of 24" Hobas jack pipe for a sanitary sewer, 7 work shafts, 5 manholes set via Vermeer Axis System (Pilot tube Microtunnel)
- Square 737 and 739 Sewer Relocation, Washington DC. The project consisted of $918^{\prime}$ of $48^{\prime \prime}$ HOBAS jack pipe in 4 runs at 40-50 foot depth for a sanitary sewer relocation. 2 rib and board shafts 26 feet in diameter and 3 rib and board receiving shafts 32 feet in diameter. 3 CIP and 2 Precast manholes and associated ternporary passive sewer bypass. Value $\$ 4.2 \mathrm{M}$
- Oakley Station CSO 551 and 553 Separation Sewer, Cincinnati, OH Design - Build Storn Sewer Project: $1,933^{\prime}$ of $92^{\prime \prime}$ rib \& board tunnel with $60^{\prime \prime}$ Hobas FRP Liner, $300^{\prime} 72^{\prime \prime}$ Jacked RCP HWY Crossing, $120^{\prime}$ of $72^{\prime \prime}$ and $76^{\prime}$ of $60^{\prime \prime}$ RCP Open Cut. 72" Outfall structure, 6 Storm manholes $72^{\prime \prime}-120^{\prime \prime}$, Work pit shoring and excavation, $10^{\prime}$ and $11^{\prime}$ diameter shafts $40^{\prime}$ deep for tunnel access and manholes, MOT and restoration Project Value $\$ 5.2 \mathrm{M}$
- Wood River CORE Project, Roxanna, IL. $900^{\prime}$ of $30^{\prime \prime}$ casing in three runs via GBM; installation of 20" and 30 " steel petroleum line with wax fill; 2 work pits 25 feet in depth- $25 \times 40$ and $12 \times 40$ Project Value $\$ 3 \mathrm{M}$



## Joseph D. Butor, P.E. Operations Manager

## Experience Summary:

Mr. Butor has been involved with various types of construction projects in several parts of the country. He has over 12 years of experience in the construction industry, including bridge construction, office buildings, parking structures, and tunneling. Mr. Butor has experience in the role of Subcontractor as well as General Contractor. He has had a wide range of responsibilities throughout his career, functioning as Field Engineer, Estimator, Project Manager, and Field Operations Manager.

## Professional Experience:

- Field Operations Manager, Midwest Mole, Inc., June 2010-Present. Mr. Butor is responsible for the management of all field operations. Responsibilities include contract negotiation and management, scheduling overall company operations, resource allocation, dispute resolution, overall cost control, equipment selection, oversight of daily operations as well as technical/engineering support for project management.
- Project Manager/Estimator, Midwest Mole, Inc., February 2005-June 2010. Mr. Butor's responsibilities include: Reviewing Plans, Specifications and Geotechnical Information, determining method of installation, preparing estimate, coordination with-Owner, Engineer, and General Contractor, material procurement, equipment selection, preparing submittals, managing schedule and budget, union negotiations; document control, and contract negotiations on projects up to $\$ 8.1 \mathrm{M}$.
- Field Engineer, Charles Pankow Builders, Los Angeles, CA., June 2004 -December 2004. Mr. Butor was the Field Engineer on the LA County Department of Public Social Services Project. This was a 4-story office building with adjacent 500 vehicle parking structure. The Project value was approximately $\$ 35 \mathrm{M}$. Mr. Butor was responsible for: Submittal Review, Generating RFI's, Detailing Shop Drawings, Coordination with Subcontractors and County Inspectors, ensuring all work was in compliance with Plans, Specifications, and Building Codes, material takeoffs and procurement.
- Intern, Flatiron Structures Company, May 2001-August 2003. Mr. Butor held three internships at Flatiron Structures Company as part of his Bachelor of Science in Construction Engineering and Management during summer months. As part of his internship Mr. Butor was involved in the following projects:
- Logan Terminal Area Runways

Scope: 6000 L.F. of post-tensioned cast-in-place box girder viaduct
Valuation: \$87M

- US 64 Knightdale Bypass

Scope: 11 miles of six-lane highway and 23 bridge structures Valuation: \$131M

## Work Experience:

- Shively Interceptor Project, Louisville, KY

Valuation: \$4.4 Million
Scope: Approximately $10,000 \mathrm{LF}$ of Pilot Tube Microtunnel sizes ranging from $15^{\prime \prime}$ to $20^{\prime \prime}$ VCP.

- Shayler Run Segment "C"Sewer Replacement, Clermont Co, OH

Valuation: \$15 Million
Scope: 9500 LF of $72^{\prime \prime}$ Rock Tunnel in 7 runs for a 42" HOBAS sewer, 8 work shafts and related manholes ranging from $25^{\prime}$ to $5^{\prime}$ depths.

- Lemay WWTP Wet Weather Expansion, St. Louis, MO Valuation: \$5.1 Million
Scope: Install 560 LF of $16^{\prime}$ diameter circular and horseshoe steel liner plate tunnel utilizing roadheader for excavation. Thread 132" PCCP effluent sewer inside tunnel and backfill with lightweight cellular grout.
- CEP-IMC Utility Connector, Indianapolis, IN

Valuation: $\$ 8.1$ Million
Scope: Install 2,000 LF of 8.5' diameter steel liner plate tunnel utilizing Earth Pressure Balance Tunnel Boring Machine. Backfilled tunnel with 3,000 cubic yards of lightweight cellular grout.

- South Stormwater Collection Station Bypass Sewer, Bedford, IN

Valuation: \$1.3 Million
Scope: Install 610 LF of 5.2' diameter Steel Ribs and Wood Lagging utilizing a Robbins Reckhead-Double Shield TBM.-Tunnel-was-through-limestone with-UGS of $25 ; 000$-psiand impacted material.

## Education: <br> Bachelor of Science in Construction Engineering and Management <br> Purdue University, West Lafayette, IN <br> Graduated May 2004

## Professional Organizations:

Member of American Society of Civil Engineers
Member of Deep Foundation Institute
Member of Society of Mining, Metallurgy, and Exploration
NASTT
MSTT (former President)
Licensed Professional Engineer State of Indiana

### 1.09 EQUAL OPPORTUNITY AGREEMENT

## The Law

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

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

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

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

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

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

## Bidders

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


Midwest Mole Inc.
Name of Business

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

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, sevices, 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 amployment 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 regand to race, color, religion, sex, age or national origin;
(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and
(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

The Acl further provides:
KRS.45.610. Hiring minorities =aformationrequired
(1) For the length of the contract, each contraclor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.
(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor
(1) If any contraclor is found by the depantment to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KAS 45.560 to 45.640 , the department shall so certity to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640 , the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 10 45.640.
(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contraclor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when
Any provision of KRS 45.560 to 45.640 notwithstariding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.
KRS 45.640 Minimurn skills
Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a panticular job.

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

Matthew G. Bevin Governor

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
Frankfort, Kentucky 40622
www.transporfation.ky.govf

Greg Thomas
Secretary

October 27, 2016

Ms. Danette Wilder and
Ms. Gwendolyn Wilder
SLI Contracting
1141 Red Mile Road
Suite 201
Lexington, Kentucky 40504
Subject: DBE Certification for SLI Contracting

Ladies:
SLI Contracting is certified as a Disadvantaged Business Enterprise (DBE) as outlined in 49 C.F.R. Part 26 . Once a firm is certified it shall remain certified until and unless it is removed from the program for cause. As a result, we no longer issue certificates as proof of DBE Certification. We will continue to issue certification letters to firms, and the DBE firm should retain the letter as proof of DBE Certification. In addition, the DBE Directory confirms the continued certification status of a firm including the business activities or services it renders.

If companies wish to verify your firm's status with us directly, please do not hesitate to have them contact the Office for Civil Rights and Small Business Development at 502-564-3601.

Sincerely,


Program Investigative Officer Small Business Development Branch


SLI Contracting
1141 Red Mile Rd., Suite 201, Lexington, KY' 40504
D.ATE: IU'N: 26, 2017

Ph: 859-977-6640 Fax: 859-977-6644
info@slicontracting.com
(206TL: \# 20170626-1

## TO

Midwest Mole Inc.
$681+$ W. 350 N
Greenfield, IN 46140
317-545-1335
Customer ID: MWMI

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| :---: | :---: | :---: | :---: | :---: |
| G. WTLDER | Hauling- West Ficknan | Net 15 day |  |  |
| 18.4 |  | (0)N1v | $\begin{aligned} & \text { ging } \\ & \text { taige } \end{aligned}$ |  |

Hauling Services (dirt, gravel, rock, etc)

| Haul Rate (dirt, gravel, etc.) | HR | 90.00 |
| :--- | :--- | :--- |
| Haul Rate (slot rock, slabs, etc.) | HR | 125.00 |

## subtotal

Acceptance of Proposal: The above prices, specification and conditions above are satisfactiory and hereby accepted as a contract for work. The undersigned hereby agrees that SLI Contracting LLC is authorized to do the work as specified and agrees to payment terms above.
total

## Thank you for your business!



Quotaron prepared by:
$\qquad$

I certfy under penalty of perjury that the forgoing statements are true and correct Signlog this form does aot signify a commitment to utilize the subcontractors above. I am aware of that in the event of a ceplacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Secton 33.302 (c).

| Prime Contractor Slipnature | Print Name |
| :---: | :---: |
| 1. 15 पर 5 | Iason D Miller |
| 0 Tide | Date |
| President | 6/23/2017 |


|  | Subcontractor Signature |
| :---: | :---: |
| Title | Print Name |
| Prestdent | $6 / 26 / 17$ |

[^1]EPA FORM 6100-3 (DEE Subcuntractor Perfondance Form)

OMB Control No: 2090-D030 Approved: 8/23/2013
Approval Explées 8/31/2015
Disadvantaged Business Enterprise (DBE) Program DAE Subcontractor Performance Form

This form is intended to capture the DBE' subcontractor's ${ }^{2}$ description of work wo be performed and the price of the work submitted to the prime contractor. An EPA Financlal Assistance Agreement Reciplent must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

| Subcontractor Name SLI Contracting, LLC |  | Project NameWest Hickman 7(WE7) Wet Wzather Siotage Facillites Inspovements-Contract No. 1 New Clicle Road Cressir: |
| :---: | :---: | :---: |
| Bid/' Proposal No. -80-2017 | Assistauce Agreethent ID No. (if known) | Point of Contact Danette Wilder |
| Address <br> 1141 Red Mile Rd., Suite 201, Lexington, KY 40504 |  |  |
| Telephone No.  <br> $859-977-6640$ Email Address <br> wilderdj@) slicontracting.com |  |  |
| Prime Contractor Name Midwest Mole Inc. |  | lssuing/Furding Entity: |


| Contract Item Nimber | Description of Work Submitted to the Prime Contractor Invoiving Construction, Services, equpmentrarsipptes |  | Price of Work |
| :---: | :---: | :---: | :---: |
|  |  |  | Sobmittedrote Prime Contractor |
|  | Hauling (dirt, gravel etc.) <br> Hauling (shot rock, slabs, etc.) |  | $\begin{aligned} & 90.00 \mathrm{hr} \\ & 125.00 \mathrm{hr} \end{aligned}$ |
| DHE Certified By: X DOT __Other: $\qquad$ | _ SBA | Meats/ exceeds EPA certification standa $\qquad$ YES $\qquad$ NO $\qquad$ Unknown |  |

[^2]
## EPA FORM 6100-3 (DEE Subcontractor Performance Forat)

Matthew G. Bevin
Governor

COMMONWEALTH OF KENTUCKY
April 20, 2016

Lilli Allen, President<br>ALIEN ENGINEERING, INC.<br>2509 Lenlake Court<br>Lexington, KY 40513

Dear Mrs. Allen:
The Kentucky Transportation Cabinet's DBE Certification Committee has determined that ALLEN ENGINEERING, INC. continues to meet the eligibility requirements of a womanowned Disadvantaged Business Enterprise (DBE) and remains program-eligible pursuant to 49 C.F.R., Part 26. Along with your DBE continuation, your Small Business Enterprise (SBE) certification has been reciprocally renewed.

ALLEN ENGINEERING, INC. is DBE/SBE certified to perform the below NAICS codes, which include the following items of work:

NAICS code(s) for which DBE/SBE status is recognized: 237310, 237990, 238110
Items of Work: construction staking, preparing development plans, small civil engineering design projects, erosion control projects, storm, sanitan' sewer, highway, street and bridge construction, civll engineering construction, and poured and structure concrete $\cdot$
Absent a finding of regulatory non compliance, a change in the majority ownershlp and/or control, or a successful third party challenge, this certification will be eligible for review on April 30, 2019.

In accordance with 49 C.F.R. $\$ 26.83(\mathrm{j})$, this firm will be required to submit an affidavit annually to determine whether your firm continues to meet the standards as set forth in 49 C.F.R., Part 26.

Sincerely,

Tony Youssefi
DBE Branch Manager
Small Business Development Branch
$\mathrm{mrl} / \mathrm{TY}$


An Equa! Onportuntey Employer M/F

## Invitation to Bid

Project Name: _West Hickman 7(WH7) Wet Weather Storage Facilities-Contract \#1 New Circle Road Crossing $\qquad$
Project Location: $\qquad$ Lexington, KY

Bid Date: :_6/23/2017 $\qquad$ Invitation To Bid Sent Via: Email

Project Description: 60 inch pipe installed by trenchless technology .
Bids/Quotes Due: $\qquad$
$\qquad$
Are you a certified MBE/WBE:


NO
Plans are available for review at:
hips: miduestmole box.com sur 7 td 5 c 7 c 3 thi8dubsa0159816w 7 g 0 4 4

For further information or coordination regarding your proposal please contact:
Ryan Barkdull 317-545-1335 ext 134 or email plandeskな.midwestmole.com
Scopes Requested For Bid

| Erosion Control | Suppliers |
| :--- | :--- |
| Shoring | Traffic Control |
| Temp Access Roads | Landscape/Restoration |
| Your Scope Construction StaKing |  |

## Bid Fax Response

Bidding (Check): YES $\$ NO $\qquad$
Company Name:_Allen Engineering contact Person: Gill, Alton
Phone :859-224-7362 Fax: 859-223-1948
Email:(mallen2509 Scope(s)Bidding: Construction Staking (3) yahoo. 60 m

Dtadvantaged Business Enterprise (DEE) Program DEE Subcontractor Participablon Form

An EPA Fipancial Assistand Agreerrent Redipient must requere its prine cont:ators to prowide this form to its DAE subcontracors. This forn gives a DBE subcontractcr ${ }^{2}$ tie opporturiby to describe work recefved and/o:" report any concerns regardlng tha E.PA-funded project [eg, in areas such as terminazion hy prima contractar; fate puyments, etc.]. The DBE subrombractor can is an ondon, complete and submit this form to the EPA DBE roordinator at any time durng che probect period of perfornance



[^3]EPA FOHM $6100-2$ (DBE Subernvactor Purticipation Form)

OMB Control No: 2090-0030

Apsrownd $8 / x 1 / 2013$
Approval Explores 8/31/2015
Disadvantaged Business Enterprise (DBE) Program DRE Subcontractor Performance Form

This form is intended to capture the DEE' stecontractor's<super>2 description of work to be performed and the price of the work submitraci to the prime contractor. An EPA Financial Ass; stance Agreement Recipient must require its prime contractor te have its DBE subcontractors complete this form and include ald completed forms in the prime contractors bid ar proposal package.



[^4]
## EPA FORM 6100-3 (DHE Subcontrator Porfonuance Form)

OMB Cstrol No. 2090-6030
Approved $8 / 13 / 2013$
Agprownl Eaphes: 8/31/20:5
OHsadvantaged Business Enterprise (DHE) Program
DBE Subcontractor Performance Form

1 certify under peralty of perfury that the forgoing statements are true and correct SIgalog this form doas not signtify a commilusent to utilize the subcontractors above. I am aware of that in the event of a ceplacement of a subcicstractor, 1 will adhere to tha rephacememe requlrement set fortb in 40 CFR Part 33 Section 33.302 (c).

| Prime Contractor Signature | Print Name |
| :---: | :---: |
| 1. (B) Cus | Jason D Miller |
| - Tite | Date |
| President | 6/23:2017 |



The phbit reporking and recorutheeping burdion for this col-ection of information is estimated bo avemge three (3) hours per response، Send comments on tine Agency's need for thls informatlon, the accurncy of the provided burden estinates, and any sugested methods for minimhing responden surden, inctuding through the use of automated cillertion techriques to the Director, Collection Strategles Division, Las. Environmentalprotection Agency (2SE2n), 1260 Pernsywarita Ave, NW, Wiashington, D.C. 20460 . Include the OMB sonitrol number in any conespondence Du not sene the romp'eted form to this address.

EPA FORM 6100-I (DBE Subcuatractor Perionmance Porn)

## DLsadyantaged Bustness Enterprlse (DBE) Prograwn

 DBE Subcontractor Partidpation FiomPease use the space below to report any concerrs regarding the ajove EPA-funded proiect
none
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The publlc reporting and recorslkeeping burden for this collection of ifformation is estrmated to average three (3) hours Fer response. Send comments on the Agency's need for this informatlon, the ancuracy of the provided burden estimates. and any sugesested methods for minimiang respondent burden, insluding through the use of gutomated colleation techniques to the Director, Collection Strategies Divisian, W.S Enviromental Protection Agency i2822T), "2cc Peunsplvania Ave., NW, Washington, D.C. 20460, Include the OMB control number in ant corraspondence, Do nat send the compleled form to this acedress

## EPA FORM 6100-2 (DEE Suheontractpr Participatlon Form)




[^0]:    "A resolution adopting a three percent (3\%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to

[^1]:    The public reporting and recordkeeping burden for thls collection of information Is estimated to average three (3) hours per response. Send comments on the Agency's need for this informatlon, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, induding through the use of automated collection techniques to the Director, Collection Strategles Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvanla Ave., NW, Washington, D.C. 20460. Inelude the OMB control number in any correspondence. Do not send the completed forin to this address.

[^2]:    
     dercrlbed in $A 0$ CFF 33.202.
    ${ }^{2}$ Subcontracior is defined an a company, flom Jolnt venture, or individual who enters into an agreement with a contractor to pravide services pursuant to an EPA award of finamitied assistance.

[^3]:    
    
    
    
    

[^4]:    
     derifload In 45 CFA 33.2 CK
     pursuant to an EPA award of frincrix montane.

