

PART VI - CONTRACT AGREEMENT

INDEX

1. SCOPE OF WORK.....	CA-2
2. TIME OF COMPLETION.....	CA-2
3. INSURANCE OF WORK ORDERS.....	CA-3
4. THE CONTRACT SUM.....	CA-2
5. PROGRESS PAYMENTS	CA-3
6. ACCEPTANCE AND FINAL PAYMENT.....	CA-3
7. THE CONTRACT DOCUMENTS.....	CA-3
8. EXTRA WORK.....	CA-3
9. ENUMERATION OF SPECIFICATIONS AND DRAWINGS.....	CA-4

PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 30 day of January, 2018, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Leak Eliminators, LLC**, doing business as *(an individual) (a partnership) (a corporation) located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: ~~That the CONTRACTOR and the OWNER in consideration of _____ Dollars and _____ Cents (\$ _____) quoted in the proposal by the CONTRACTOR, dated _____, hereby agree to commence and complete the construction described as follows:~~

As directed by Division of Water Quality based on Task Orders Issued.

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by The Engineer for the Storm Sewer System Cleaning/Rehabilitation project.

2. TIME OF COMPLETION

~~The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as **THREE HUNDRED AND SIXTY FIVE (365) calendar days**. The time shall begin in accordance with the Notice to Proceed provided by the OWNER.~~

Individual Task Orders shall be completed as directed in each Task Order.

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

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

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB-1 thru AB-5
II	Information for Bidders	IB-1 thru IB-9
III	Form of Proposal	P-1 thru P-41
IV	General Conditions	GC-1 thru GC-50
V	Special Conditions	SC-1 thru SC-8
VI	Contract Agreement	CA-1 thru CA-5
VII	Performance and Payment Bonds	PB-1 thru PB-7
VIII	Addenda	A-1 thru A-1
IX	Technical Specifications:	TS-1 thru TS-8
Section 1	General Scope and Special Provisions.....	TS1-1 – TS1-11
Section 2	Administrative Bid Items	TS2-1 – TS2-2
Section 3	Pipeline Rehabilitation and Replacement Bid Items.....	TS3-1 – TS3-20
Section 4	Storm Sewer Investigation Bid Items	TS4-1 – TS4-6
Section 5	Cured-in-Place (CIP) Liner	TS5-1 – TS5-9
Section 6	General Civil Bid Items	TS6-1 – TS6-36
Section 7	Sample Forms and Standard Drawings.....	TS7-1 – TS7-7
Section 8	Public Right-Of-Way Ordinance	TS8-1 – TS8-21
Appendix A	Standard Drawings	
Appendix B	Operational Linear Utility Erosion, Sediment, and Stormwater Control Plan	

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

(Seal)
Government.

Lexington-Fayette Urban County

Lexington, Kentucky

(Owner)

ATTEST:

[Signature]
Clerk of the Urban County Council

BY:

[Signature]
MAYOR

Theresa Owen
(Witness)

(Title)

(Seal)

x Leak Eliminators, LLC
(Contractor)

Brandi Morse
(Secretary)*

BY:

x Paul Lawrence

Brandi Morse
(Witness)

x President
(Title)

x 330 Lisle Industrial Ave
(Address and Zip Code) 40511

IMPORTANT: *Strike out any non-applicable terms.

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

END OF SECTION



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DIVISION OF WATER QUALITY

FOR

**STORM SEWER SYSTEM
CLEANING/REHABILITATION
2017**

Bid No. 170-2017

PREPARED BY:

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

PART III

Invitation to Bid No. 170-2017

Storm Sewer System Cleaning/Rehabilitation

2017

I. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 12/21/17

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

This Proposal Submitted by Leak Eliminators LLC

330 Lisle Industrial Ave, Lexington Ky 40511
(Name and Address of Bidding Contractor)

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

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

Ladies and Gentlemen:

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

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

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 12/14/17

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

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

2. LEGAL STATUS OF BIDDER

Bidder Leak Eliminators, LLC

Date 12/21/17

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

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

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

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

3. BIDDERS AFFIDAVIT

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

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

Further, Affiant sayeth naught.

Richard Lawrence
(Affiant)

STATE OF Kentucky

COUNTY OF Fayette

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

Richard Lawrence on this the 21st day of December, 2017.

My Commission expires: Aug 6, 2019

Leather Baggett
NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES

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

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

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

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

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

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

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

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

The Technical Specifications shall govern all work.

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

Part A: Administrative Bid Items					
Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid Amount
A1	LS	Mobilization, Traffic Control, Construction Staking and E&S Permitting	1		
A2	LS	Bonds and Insurance	1		
SUBTOTAL: Part A (Items A1 through A2)					

Part B: Pipeline Rehabilitation and Replacement					
Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid Amount
BIA	SY	Remove Portland Cement Concrete Pavement	100		
BIB	SY	Remove Sidewalk, Entrance Pavement	100		
BIC	SY	Remove Bituminous Concrete Pavement	500		

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

Part A: Administrative Bid Items					
Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid
A1	LS	Mobilization, Traffic Control, Construction Staking and	1	\$ 3,000.00	\$ 3,000.00
A2	LS	Bonds and Insurance	1	\$ 15,000.00	\$15,000.00
SUBTOTAL: Part A (Items A1 through A2)				\$	18,000.00
Part B: Pipeline Rehabilitation and Replacement					
Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid
B1A	SY	Remove Portland Cement Concrete Pavement	100	\$34.00	\$3,400.00
B1B	SY	Remove Sidewalk, Entrance Pavement	100	\$13.50	\$1,350.00
B1C	SY	Remove Bituminous Concrete Pavement	500	\$12.75	\$6,375.00
B2	LF	Remove Curb and Gutter	200	\$9.30	\$1,860.00
B3A	LF	Remove Pipes less than 24" - up to 8' deep	500	\$16.50	\$8,250.00
B3B	LF	Remove Pipes greater than 24" - up to 8' deep	200	\$18.60	\$3,720.00
B4	LF	Remove Fencing	500	\$5.20	\$2,600.00
B5	EA	Remove Headwalls and Inlet Structures	50	\$608.00	\$30,400.00
B6	EA	Type A Surface Inlet	10	\$2,678.00	\$26,780.00
B7	EA	Type 8 Surface Inlet	10	\$2,910.00	\$29,100.00
B8	EA	Curb Box Inlet Type A	20	\$3,361.00	\$67,220.00
B9	EA	Curb Box Inlet Type 8	20	\$3,462.00	\$69,240.00
B10	EA	Curb Box Inlet Type C	20	\$3,615.00	\$72,300.00
B11	EA	Curb Box Inlet Type D	30	\$3,010.00	\$90,300.00
B12	EA	Curb Box Inlet Type B (KDOH)	5	\$3,615.00	\$18,075.00
B13	EA	Drop Box Inlet Type 13 (KDOH)	5	\$3,515.00	\$17,575.00
B14	EA	Drop Box Inlet Type 16 (KDOH)	5	\$3,415.00	\$17,075.00
B15	EA	18" Sloped and Flared Box Inlet-Outlet	2	\$2,510.00	\$5,020.00
B16	EA	24" Sloped and Flared Box Inlet-Outlet	2	\$3,315.00	\$6,630.00
B17	EA	30" Sloped and Flared Box Inlet-Outlet	1	\$4,415.00	\$4,415.00
B18	EA	36" Sloped and Flared Box Inlet-Outlet	1	\$5,655.00	\$5,655.00
B19	EA	Curb Box Inlet Type A - TOP	50	\$405.00	\$20,250.00
B20	EA	Curb Box Inlet Type B - TOP	50	\$405.00	\$20,250.00
B21	EA	Curb Box Inlet Type C -TOP	50	\$405.00	\$20,250.00
B22	EA	Curb Box Inlet Type B (KDOH)-TOP	5	\$71.00	\$355.00
B23	EA	Drop Box Inlet Type 13 (KDOH) -TOP	5	\$487.00	\$2,435.00
B24	EA	Drop Box Inlet Type 16 (KDOH) - TOP	5	\$487.00	\$2,435.00
B25	EA	Lex Storm Sewer Manhole (4' dia.) (0-8' No rock)	20	\$2,532.40	\$50,648.00

Part B: Pipeline Rehabilitation and Replacement

Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid
B26	EA	Lex Storm Sewer Manhole (5' dia.) (0-8' No rock)	10	\$3,310.00	\$33,100.00
B27	EA	Lex Storm Sewer Manhole (6' dia.) (0-8' No rock)	5	\$4,740.00	\$23,700.00
B28	EA	Manhole-Additional for adjustable frame and cover	10	\$2,010.00	\$20,100.00
B29	VF	Manhole-Additional vertical depth > 8' (4' dia.)	2	\$225.00	\$450.00
B30	VF	Manhole-Additional vertical depth > 8' (5' dia.)	2	\$301.00	\$602.00
B31	VF	Manhole-Additional vertical depth > 8' (6' dia.)	5	\$401.00	\$2,005.00
B32	EA	Pipe Tie-in into Manhole or Curb Box Inlet	200	\$605.00	\$121,000.00
B33A	LF	15" RCP Stonn Sewer (0-8' No rock)	300	\$46.50	\$13,950.00
B33B	LF	18" RCP Storm Sewer (0-8' No rock)	200	\$50.75	\$10,150.00
B33C	LF	24" RCP Storm Sewer (0-8' No rock)	200	\$63.00	\$12,600.00
B33D	LF	30" RCP Stonn Sewer (0-8' No rock)	100	\$76.75	\$7,675.00
B33E	LF	36" RCP Stonn Sewer (0-8' No rock)	100	\$97.00	\$9,700.00
B34A	LF	15" HOPE Storm Sewer (0-8' No rock)	200	\$39.75	\$7,950.00
B34B	LF	18" HOPE Storm Sewer (0-8' No rock)	300	\$42.80	\$12,840.00
B34C	LF	24" HOPE Storm Sewer (0-8' No rock)	200	\$54.00	\$10,800.00
B34D	LF	30" HOPE Storm Sewer (0-8' No rock)	100	\$65.50	\$6,550.00
B34E	LF	36" HOPE Storm Sewer (0-8' No rock)	100	\$82.50	\$8,250.00
B35A	LF	15" PP Storm Sewer (0-8' No rock)	100	\$40.00	\$4,000.00
B35B	LF	18" PP Storm Sewer (0-8' No rock)	100	\$42.75	\$4,275.00
B35C	LF	24" PP Storm Sewer (0-8' No rock)	100	\$53.60	\$5,360.00
B35D	LF	30" PP Storm Sewer (0-8' No rock)	50	\$65.50	\$3,275.00
B35E	LF	36" PP Storm Sewer (0-8' No rock)	50	\$82.50	\$4,125.00
B36A	LF	15" Elliptical RCP Storm Sewer	50	\$63.00	\$3,150.00
B36B	LF	18" Elliptical RCP Storm Sewer	50	\$71.60	\$3,580.00
B36C	LF	24" Elliptical RCP Storm Sewer	50	\$84.00	\$4,200.00
B36D	LF	30" Elliptical RCP Storm Sewer	50	\$106.00	\$5,300.00
B36E	LF	36" Elliptical RCP Storm Sewer	50	\$137.00	\$6,850.00
B37A	EA	15" Straight Headwall	10	\$1,445.00	\$14,450.00
B37B	EA	18" Straight Headwall	10	\$1,625.00	\$16,250.00
B37C	EA	24" Straight Headwall	10	\$2,008.50	\$20,085.00
B37D	EA	15" Pipe Culvert Headwall	10	\$1,360.00	\$13,600.00
B37E	EA	18" Pipe Culvert Headwall	10	\$1,620.00	\$16,200.00
B37F	EA	24" Pipe Culvert Headwall	10	\$1,790.00	\$17,900.00
B37G	EA	30" Pipe Culvert Headwall	10	\$2,495.00	\$24,950.00
B37H	EA	36" Pipe Culvert Headwall	10	\$2,730.00	\$27,300.00
B38A	EA	15" Impact Stilling Basin	5	\$2,165.00	\$10,825.00
B38B	EA	18" Impact Stilling Basin	5	\$2,220.00	\$11,100.00
B38C	EA	24" Impact Stilling Basin	5	\$2,610.00	\$13,050.00
B38D	EA	30" Impact Stilling Basin	5	\$3,070.00	\$15,350.00
B39	SY	Paved Ditch	200	\$78.00	\$15,600.00
B40	EA	Point Repair, 15 to 18-inch pipe (depth 0 to 6.0 ft)	100	\$2,900.00	\$290,000.00

Part B: Pipeline Rehabilitation and Replacement

Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid
B41	EA	Point Repair, 15 to 18-inch pipe (depth 6.1 to 10.0 ft)	10	\$3,200.00	\$32,000.00
B42	EA	Point Repair, 15 to 18-inch pipe (depth 10.1 to 15.0 ft)	5	\$4,800.00	\$24,000.00
B43	EA	Point Repair, 24 to 36-inch pipe (depth 0 to 6.0 ft)	50	\$3,500.00	\$175,000.00
B44	EA	Point Repair, 24 to 36-inch pipe (depth 6.1 to 10.0 ft)	10	\$3,700.00	\$37,000.00
B45	EA	Point Repair, 24 to 36-inch pipe (depth 10.1 to 15.0 ft)	5	\$5,100.00	\$25,500.00

SUBTOTAL: Part B (Items B1 through B45)**\$1,749,660.00****Part C: Storm Sewer Line Investigation Bid Items**

Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid
C1	LF	Clean and CCTV 15 to 18-inch Pipe	2000	\$2.82	\$5,640.00
C2	LF	Clean and CCTV 24 to 30-inch Pipe	2000	\$4.70	\$9,400.00
C3	LF	Clean and CCTV >30-inch Pipe	1000	\$6.00	\$6,000.00
C4	LF	CCTV 15 to 18-inch Pipe	2000	\$1.89	\$3,780.00
C5	LF	CCTV 24 to 30-inch Pipe	2000	\$1.89	\$3,780.00
C6	LF	CCTV >30-inch Pipe	1000	\$2.85	\$2,850.00
C7	EA	CCTV Reverse Set-Up	20	\$125.00	\$2,500.00
C8	LF	Routine Cleaning, <15-inch Pipe	2000	\$1.80	\$3,600.00
C9	LF	Routine Cleaning, >15-inch Pipe	2000	\$2.00	\$4,000.00
C10	HR	Heavy Cleaning, <15-inch Pipe	80	\$275.00	\$22,000.00
C11	HR	Heavy Cleaning, >15-inch Pipe	80	\$275.00	\$22,000.00

SUBTOTAL: Part C (Items C1 through C11)**\$85,550.00****Part D: CIPP Bid Items**

Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid
D1	LF	CIPP, 12-inch Pipe	500	\$50.00	\$25,000.00
D2	LF	CIPP, 15-inch Pipe	2000	\$75.00	\$150,000.00
D3	LF	CIPP, 18-inch Pipe	2000	\$85.00	\$170,000.00
D5	LF	CIPP, 24-inch Pipe	2000	\$97.00	\$194,000.00
D6	LF	CIPP, 30-inch Pipe	1000	\$127.00	\$127,000.00
D7	LF	CIPP, 36-inch Pipe	1000	\$157.00	\$157,000.00
D8	LF	CIPP, 42-inch Pipe	500	\$232.00	\$116,000.00
D9	LF	CIPP, 48-inch Pipe	500	\$292.00	\$146,000.00
D10	EA	CIPP Point Repair, 12-inch Pipe	50	\$2,350.00	\$117,500.00
D11	EA	CIPP Point Repair, 15 to 18-inch Pipe	50	\$2,750.00	\$137,500.00

SUBTOTAL: Part D (Items D1 through D11)**\$1,340,000.00**

Part E: General Civil Bid Items

Item No.	Unit	Description	Estimated Quantity	Unit Price	
E1	CY	Embankment	200	\$18.60	\$3,720.00
E2	CY	Excavation	500	\$16.50	\$8,250.00
E3	CY	Topsoil Placement	200	\$25.25	\$5,050.00
E4	CY	Rock Excavation (Mechanical)	50	\$258.00	\$12,900.00
E5	LF	Saw cutting	2000	\$6.00	\$12,000.00
E6A	EA	Remove Tree (5" dia. to 12" dia.)	50	\$463.50	\$23,175.00
E6B	EA	Remove Tree (>12" dia. to 24" dia.)	10	\$775.00	\$7,750.00
E6C	EA	Remove Tree (>24" dia. to 36" dia.)	5	\$1,240.00	\$6,200.00
E6D	EA	Remove Tree (>36" dia. and up)	5	\$2,165.00	\$10,825.00
E7	TN	Dense Graded Aggregate Base	200	\$28.50	\$5,700.00
E8	TN	No. 2 Stone	200	\$31.00	\$6,200.00
E9	TN	No. 9 Stone	200	\$30.00	\$6,000.00
E10	TN	No. 57 Stone	200	\$30.00	\$6,000.00
E11	LB	Steel Reinforcement for Concrete	500	\$3.00	\$1,500.00
E12	CY	Unfinished Concrete less than 10 CY	200	\$186.00	\$37,200.00
E13	CY	Unfinished Concrete more than 10 CY	100	\$175.00	\$17,500.00
E14	CY	Formed Class A Concrete less than 10 CY	200	\$795.00	\$159,000.00
E15	CY	Formed Class A Concrete more than 10 CY	100	\$695.00	\$69,500.00
E16	SY	4-1/2" Concrete Sidewalk	1000	\$46.50	\$46,500.00
E17	SY	6" Concrete Sidewalk	200	\$49.20	\$9,840.00
E18	SY	6" Concrete Entrance Pavement	150	\$56.70	\$8,505.00
E19	SY	Sidewalk Ramp	50	\$77.25	\$3,862.50
E20	LF	Header Curb	200	\$26.80	\$5,360.00
E21	LF	Curb and Gutter, Type 1.	200	\$23.20	\$4,640.00
E22	LF	Curb and Gutter, Type 4	200	\$24.75	\$4,950.00
E23	SF	Single Block Masonry Retaining Wall	200	\$51.50	\$10,300.00
E24	SY	Articulating Concrete Block	500	\$180.25	\$90,125.00
E25	TN	Bituminous Pavement Milling and Texturing	500	\$55.15	\$27,575.00
E26	TN	Bituminous Base	200	\$85.50	\$17,100.00
E27	TN	Class I. Bituminous Surface less than 50 tons	100	\$125.00	\$12,500.00
E28	TN	Class I, Bituminous Surface greater than 50 tons	300	\$92.50	\$27,750.00
E29	TN	Bituminous Material for Tack	5	\$800.00	\$4,000.00
E30	LF	Edge Key	500	\$12.00	\$6,000.00
E31	LF	Woven Wire Fence 4' height	100	\$13.50	\$1,350.00
E32	LF	Chain Link Fence 4' height	500	\$22.00	\$11,000.00
E33	LF	Privacy Fence 6' height	500	\$50.00	\$25,000.00

Part E: General Civil Bid Items

Item No.	Unit	Description	Estimated Quantity	Unit Price	Total Bid
E34	SY	Seed And Protection	1000	\$3.60	\$3,600.00
E35	SY	Sodding	1000	\$9.80	\$9,800.00
E36	SY	Erosion Control Blanket	500	\$8.78	\$4,390.00
E37	TN	Check Dam	20	\$45.20	\$904.00
E38	LF	Silt Fence	2000	\$3.65	\$7,300.00
E39	EA	Storm Drain Inlet Protection	20	\$270.90	\$5,418.00
E40	SY	Filter Strip	50	\$30.10	\$1,505.00
E41	DAY	Construction Dewatering	2	\$1,005.00	\$2,010.00
E42	TN	Aggregate Channel Lining for Slope Protection	500	\$36.00	\$18,000.00
E43	CY	Gabion Mattress Channel Lining	50	\$200.00	\$10,000.00
E44	SY	Geotextile Construction Type I	500	\$5.25	\$2,625.00
E45	SY	Geotextile Construction Type II	200	\$5.25	\$1,050.00
E46	SY	Geotextile Construction Type III	200	\$5.25	\$1,050.00
E47	SY	Geotextile Construction Type IV	100	\$5.25	\$525.00
E48	CY	Flowable Fill	100	\$170.00	\$17,000.00
E49	SF	Detectable Warning Surface Tile-Imbedded	25	\$200.00	\$5,000.00
E50	HR	Vacuuming	80	\$270.00	\$21,600.00
SUBTOTAL: Part E (Items E1 through E50)					\$826,604.50

TOTAL OF ALL BID PRICES FOR Stonn Sewer System Cleaning/Rehabilitation (Parts A,B,C,D, & E) in words and figures. In case of discrepancy, the amount shown in words will govern.

**Four Million Ninteen Thousand Eight Hundred Eighteen Dollars
and Fifty Cents**

(\$4,019,814.50)

Submitted by:

Leak Eliminators, LLC
Firm

330 Lisle Industrial Ave
Address

Lexington Ky 40511
City, State & Zip

Bid must be signed:
(original signature)

Richard Lawrence President
Signature of Authorized Company Representative - Title

Richard Lawrence
Representative's Name (Typed or Printed)

859-388-9422
Area Code - Phone - Extension

877-568-9294
Fax #

office@leakeliminators.com
E-Mail Address

OFFICIAL ADDRESS:

330 Lisle Industrial Ave
Lexington Ky 40511

(Seal if Bid is by Corporation)

By signing this form you agree to ALL terms, conditions, and associated forms in this bid package

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: Leak Eliminators LLC
- 2. Permanent Place of Business: Ky 330 Lisle Industrial Ave, Lexington Ky
- 3. When Organized: 1/12/99
- 4. Where Incorporated: Kentucky
- 5. Construction Plant and Equipment Available for this Project:
See Attached List

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

BBIT Services, 200 W. Vine St. STE 300, Lexington (Surety)
Ky 40507

Signed: Debbie Davis (Representative of Surety)

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
LFUCG Annual Sewer I+I	Lexington Ky	5,000,000 x 5 yrs
London Sewer Rehab	London Ky	3,949,150
Older Creek Sewer Rehab	Richmond Ky	1,235,870
Huron Combined Sewer Rehab	Huron, South Dakota	540,105.
Sanitary Sewer Rehab	Brodhead, Ky	711,562

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
LFUCG Annual Sewer I+I	Lexington, Ky	5,000,000 (2017-2018)
Jeffersonville Sinkhole Repair	National Census Center Jeffersonville, IN	438,453 898,653
Dept. of Transportation Call 302: Sanitary Sewer Repair	Cambell Co, Ky	370,931.75
_____	_____	_____
_____	_____	_____

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Richard Lawrence	President	18
Bruce Whitaker	General Manager	14
Darren Whitehouse	Crew Supervisor	4
John Courtney	CIPP Supervisor	10
Jose Chagoya	Crew Foreman	8

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
N/A			

(USE ADDITIONAL SHEETS IF NECESSARY)

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

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of Work</u>
------------------------------------------------------------------------------------------------------------------------------------------------	----------------------	-----------------------------	------------------

- | | | | |
|-----------------------------------------------------|-----------------------------------------------------------|----------|------------|
| 1. <u>Equipment & Labor throughout contract</u> | Name: <u>ADE Contractors, Inc</u> | <u>Y</u> | <u>10%</u> |
| | Address: <u>1068 Griffin Gate Dr. Lexington, KY 40511</u> | | |
| 2. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |
| 3. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |
| 4. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |
| 5. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |
| 6. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |
| 7. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |

(Attach additional sheet(s) if necessary.)

7. **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 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) **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.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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 Subcontractor Monthly Payment Report)
- 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 LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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



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 Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

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

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



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 170-2017

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Leak Eliminators, Inc. 330 Lisle Industrial Ave Lexington, KY 40511	Veteran Owned	Sub-Parts A, B, C, D, E	\$3,64,814.50	90%
2. ADE Contracting, Inc. 1068 Griffin Gate Dr. Lexington, KY 40511	WBE	Labor/Equipment Parts A, B, C, D, E	\$405,000.00	10%
3.				
4.				

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

Leak Eliminators, LLC
 Company
12/21/17
 Date

Richard [Signature]
 Company Representative
President
 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 170-2017

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

Company Name <u>Leak Eliminators, LLC</u>	Contact Person <u>Bruce Whitaker</u>
Address/Phone/Email <u>330 Lisle Industrial Ave Lexington Ky 40511 859-388-9422 office@leakeliminators.com</u>	Bid Package / Bid Date <u>170-2017 12/21/17</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
<u>1068 Griffin Gate Dr.</u>	<u>Angie</u>	<u>621-4835 adeinel@aol.com</u>	<u>12/12/17</u>	<u>Various</u>	<u>email/phone</u>	<u>\$405,000.00</u>	<u>Female</u>	

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

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

Leak Eliminators, LLC
Company
12/21/17
Date

Richard James
Company Representative
President
Title

WBE SUBCONTRACT AGREEMENT

Prime Contractor Leak Eliminators, 330 Lisle Industrial Ave. Lexington, KY 40510

Subcontractor ADE Contracting
1044 Duncan Road
Lawrenceburg KY
(502)621-7941

Owner Lexington Fayette Urban County Government

Project Lexington Storm Project 2017

Agreement date December 21, 2017

This is a subcontract agreement between Leak Eliminators, LLC ("Prime Contractor") and ADE Contracting of Lawrenceburg KY "SUBCONTRACTOR", which is a certified Woman Owned Business, to perform work associated with the, Lexington Storm Project 2017 ("Project")

Now, therefore, in consideration of the promises and undertaking herein contained, Prime Contractor and SUBCONTRACTOR enter into this Subcontract and mutually agree to the following:

1. **Entire Subcontract:** SUBCONTRACTOR certifies that he is fully familiar with all the City of Brodhead Sanitary Sewer Rehabilitation Project Contract Documents, herein known as General Contracts: the job site, and the conditions under which work is to be performed, that he enters into this Subcontract based upon his own investigation of all such matters, and that he is in no way relying upon the opinions or representations of the Prime Contractor. The Contract Documents, including all standard drawings and SUBCONTRACTOR is bound to Prime Contractor in the same manner and to the same extent as Prime Contractor is bound to the Owner under the Contract Documents, including all Standard Drawings and the Standard Specifications, with respect to the work provided for in this Subcontract, and whereas the Contract Documents reference is made to Contractor and the provision pertains to the SUBCONTRACTOR's trade, craft or type of work, then such provision shall be interpreted to apply to SUBCONTRACTOR instead of Prime Contractor. This Subcontract represents the entire agreement between Prime Contractor and SUBCONTRACTOR.
2. **SUBCONTRACTOR's Services:** SUBCONTRACTOR agrees to furnish all work, labor, services, materials, equipment, supervision, and insurance required for the prompt and efficient completion of the following items of work, hereinafter the Work, in strict accordance with this Subcontract and the Contract Documents, including all work necessary or incidental thereto. Compensation will be based on the following unit prices:

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity (EA)</u>	<u>Unit Price</u>	<u>Subtotal</u>
	provide labor and equipment	4500 hours	\$90.00	\$405,000.00

3. **Payment:** Prime Contractor agrees to pay SUBCONTRACTOR in monthly progress payments of ninety (90) percent of the value of the Work that has been completed and for which payment has been made by Owner to Contractor. The remaining ten (10) percent shall be retained by Prime Contractor until the entire work required by the Subcontract has been fully completed in conformity with the Contract Documents and has been delivered and accepted by the Owner and Prime Contractor, and until Prime Contractor has received final payment from the owner for work. Progress payments and final payment of the balance due shall be made to SUBCONTRACTOR no later than ten (10) days after receipt of payment by Prime Contractor from Owner.. All payments by Prime Contractor shall be subject to the receipt from SUBCONTRACTOR of any lien waivers, affidavits, warranties, guarantees, and other documentation which may be required by the General Contract, Prime Contractor or Owner. Any payment without such documentation shall not be construed as a waiver of Prime Contractor's right to require such documentation prior to further payments. Any payment made prior to the final completion and acceptance of the Work shall not be construed as acceptance of any part of the Work. Acceptance of final payment by the SUBCONTRACTOR shall constitute a waiver of any and all claims by the SUBCONTRACTOR against the Prime Contractor and Owner.

4. **Schedule of Work:** Time is of the essence of this Agreement, and the SUBCONTRACTOR agrees to see to the performance of its work and the work of its SUBCONTRACTORS and Suppliers so that the entire project may be completed in accordance with the General Contract Documents. SUBCONTRACTOR shall provide the Prime Contractor with scheduling information and SUBCONTRACTOR's proposed schedule for the SUBCONTRACTOR's work. The Prime Contractor shall then prepare the schedule of the work, and as may be necessary, revise such schedule as the work progresses. SUBCONTRACTOR acknowledges that revisions may be made in such schedule and agrees to make no monetary claim for acceleration, hindrance, or delay or by reason of such revisions. The SUBCONTRACTOR shall execute SUBCONTRACTOR's work in prompt and diligent manner in accordance with the schedule of work without impeding the work of the Contractor or any other SUBCONTRACTOR. In the event SUBCONTRACTOR fails to maintain its part of the scheduled work he/she shall without additional compensation, work overtime and holidays as the Contractor may direct until SUBCONTRACTOR's work is in accordance with such schedule.

5. **Changes:** Adjustments to the SUBCONTRACTOR's subcontract amount or performance period shall only be made by Subcontract Change Order and paid pursuant to Section 3 above. SUBCONTRACTOR acknowledges that the Owner or its representative shall be the final and binding authority on the interpretation of the General Contract Documents and SUBCONTRACTOR agrees to be bound by all such interpretations which, by the General Contract Documents, are binding upon the Prime Contractor.

When the Owner or Prime Contractor requests a proposal, SUBCONTRACTOR shall submit change order proposals within seven (7) calendar days after receipt in a form acceptable to Prime Contractor. Such proposal shall quantify the impact and effect that the proposed change will have upon the SUBCONTRACTOR's work and be supported by a cost breakdown which shall include

a quantity survey, unit prices and unit labor hours, markup for overhead and profit and any other relevant information.

Unless a Subcontract Change Order has been issued by Prime Contractor, Prime Contractor shall not be liable to SUBCONTRACTOR for any damages, loss or expenses resulting from the acts or omissions (whether negligent or not), failure to perform, delays in performance or defaults of another SUBCONTRACTOR or any materialman or supplier in connection with the performance or any of the work covered by the General Contract Documents or this Agreement. Any claim by SUBCONTRACTOR for such damages, loss or expense shall be made, and any action shall be filed, directly against the other SUBCONTRACTOR or materialman or supplier, without making the Owner or Prime Contractor a party to any action brought upon such claim.

SUBCONTRACTOR agrees that any other SUBCONTRACTOR, materialman or supplier shall have a direct right of action against SUBCONTRACTOR for damages, loss or expense resulting from actions or omissions (whether or not negligent), failure to perform, delays in performance or defaults of SUBCONTRACTOR.

SUBCONTRACTOR shall make claims promptly to the Prime Contractor for additional costs, extensions of time and damages in accordance with the procedures set forth in the General Contract Documents. A claim which will affect or become a claim which the Prime Contractor is required to make under the General Contract Documents within a specified time period or in a specified manner shall be made in sufficient time to permit the Prime Contractor to satisfy the requirements of the GENERAL CONTRACT DOCUMENTS. Such claims shall be received by the Prime Contractor not less than two (2) working days preceding the time by which the Prime Contractor's claim must be made. Failure of the SUBCONTRACTOR to make such timely claims shall bind the SUBCONTRACTOR to the same consequences as those to which the PRIME CONTRACTOR is bound.

6. **Insurance:** The SUBCONTRACTOR shall maintain such insurance as will protect him and the Prime Contractor and the Owner from claims under Workmen's Compensation Acts and other claims from property damage and claims for bodily injury, including death, which may arise from operations or activities under this Agreement; whether such actions be by itself or any of its SUBCONTRACTORS or anyone directly or indirectly employed by either of these parties.

SUBCONTRACTOR must procure, and maintain until the completion and final acceptance of the work, at their own expense, the minimum limits of insurance as specified in Exhibit A. Original certificate of insurance in the form and content specified in Exhibit A evidencing the necessary coverages must be provided to PRIME CONTRACTOR prior to commencing any work and must be kept current at all times while SUBCONTRACTOR is performing work under this Agreement.

7. **Subletting or Assignment:** The SUBCONTRACTOR agrees not to sublet, assign or transfer this Agreement or any portion thereof without written consent from the Prime Contractor.
8. **Indemnification:** The SUBCONTRACTOR hereby covenants and agrees to defend, save harmless and indemnify the Prime Contractor (and its agents and employees) and the Owner as to and from all liability, claims, lawsuits and demands (including but not limited to attorney's fees) for personal injury, death (including personal injury or death of the SUBCONTRACTOR's own employees or SUBCONTRACTORS) and/or property damage arising out of any work or operation performed by, for, and on behalf of the SUBCONTRACTOR. The foregoing covenant and agreement shall include all such liabilities, claims, lawsuits and demands where it is charged, alleged or proven that the SUBCONTRACTOR (or its agents or employees) was in any way at fault in causing or contributing to such injury, death or property damage. The

SUBCONTRACTOR's liability insurance policies shall each contain contractual insurance coverage so as to protect the SUBCONTRACTOR and in turn the Prime Contractor and the Owner, as to the covenant contained in this section.

SUBCONTRACTOR shall indemnify and hold harmless the Prime Contractor from any and all claims, liens, charges or encumbrances (including attorney's fees) arising out of the failure of the SUBCONTRACTOR to pay labor, materialmen, suppliers, freight, SUBCONTRACTORs, taxes of all kind and character, license fees and permit charges.

9. **Failure of Performance:** Should the SUBCONTRACTOR at any time refuse or neglect to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fails in any respect or for any reason, including labor disputes, to prosecute the SUBCONTRACTOR's work with promptness and diligence, or cause by any act or omission the stoppage or delay of or interference with or damage to the work of the Prime Contractor or any other SUBCONTRACTOR of the Prime Contractor on the project, or fail in the performance of any of the terms and provisions of this Agreement or of the other GENERAL CONTRACT DOCUMENTS, or should the Owner determine that the SUBCONTRACTOR's work or any portion thereof is not being performed in accordance with the GENERAL CONTRACT DOCUMENTS, or should there be filed by or against the SUBCONTRACTOR a petition in bankruptcy or for an arrangement or reorganization, or should the SUBCONTRACTOR become insolvent or be adjudicated as bankrupt or go into liquidation or dissolution, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder on the SUBCONTRACTOR's part, the Prime Contractor shall have the right, by law, after forty-eight (48) hours written notice to the SUBCONTRACTOR faxed, mailed or delivered to the last known address of the SUBCONTRACTOR, (a) to perform and furnish through itself or others any such labor or materials for the SUBCONTRACTOR's work and to deduct the cost thereof from any monies due or to become due to the SUBCONTRACTOR under this Agreement, and/or (b) to terminate the employment of the SUBCONTRACTOR for all or any portion of the SUBCONTRACTOR's work, enter upon the premises and take possession, for the purpose of completing the SUBCONTRACTOR's work, of all materials, equipment, tools, appliances and other items thereon, all of which the SUBCONTRACTOR hereby transfers, assigns and sets over to the PRIME CONTRACTOR for such purpose, and to employ any person or persons to complete the SUBCONTRACTORs work and provide all the labor, services, materials, equipment and other items required. In case of such termination of the employment of the SUBCONTRACTOR, the SUBCONTRACTOR shall not be entitled to receive any further payment under this Agreement until the SUBCONTRACTOR's work shall be wholly completed to the satisfaction of the Prime Contractor and the Owner and shall have been accepted by them, at which time, the unpaid balance of the amount to be paid under this Agreement shall exceed the cost and expense incurred by the PRIME CONTRACTOR in completing the SUBCONTRACTOR's work, such excess shall be paid by the PRIME CONTRACTOR to the SUBCONTRACTOR. Such cost and expense shall include, not only the cost of completing the SUBCONTRACTOR's work to the satisfaction of the Owner and of performing and furnishing all labor, services, materials, equipment, supervision and other items required therefore, but also losses, damages, costs and expenses, including legal fees and disbursements sustained, incurred or suffered by reason of or resulting from the SUBCONTRACTOR's default.
10. **Warranty:** The SUBCONTRACTOR shall warrant its work and materials in accordance with the GENERAL CONTRACT DOCUMENTS and the SUBCONTRACTOR shall warrant its work for a period of not less than twelve months following substantial completion from any and all defects resulting from defective materials and/or workmanship.

11. **Liability for Taxes:** SUBCONTRACTOR assumes all liability for contributions, taxes or payment required to be made because of employees of the SUBCONTRACTOR by the Federal and State Unemployment Compensation Acts, Social Security Acts or any other state, local or federal Acts that apply.
12. **Termination for Convenience:** Prime Contractor reserves the absolute right to terminate this Subcontract Agreement. In the event of termination without cause, hereafter "Termination for Convenience," Subcontractor shall be entitled to payment, in any amount not to exceed the Subcontract Price, calculated as follows: (1) the direct, actual cost of that part of the Work actually completed by Subcontractor in accordance with the General Contract Documents; plus (2) other reasonably costs actually incurred by Subcontractor in connection with the Work (excluding accounting and legal fees); plus (3) fifteen percent of costs referred to in subpart (1) above for overhead and profit; minus (4) the amount of any payments made to Subcontractor prior to the date of the Termination for Convenience. Subcontractor shall not be entitled to any claim or claim of lien against the Prime Contractor, Owner or the Project for any additional compensation or damages in the event of Termination for Convenience and payment in accordance with this provision. Termination for Convenience shall occur and be effective upon written notice from Prime Contractor to Subcontractor of such termination. Upon receipt of written notice of Termination for Convenience, Subcontractor shall immediately discontinue the Work and endeavor to cancel all existing orders and contracts on terms satisfactory to the Prime Contractor, or at Prime Contractor's option, assign such orders and contracts to Prime Contractor.
(5) Any Violation of Terms
13. **Safety:** The SUBCONTRACTOR agrees to comply with all state, federal, and customer specific safety regulations at all times during the performance of the Work. The SUBCONTRACTOR will maintain a drug free and alcohol free workplace at all times. The SUBCONTRACTOR will be liable for any safety violations with the PRIME CONTRACTOR being held harmless.
14. **Disputes:** Any claim or dispute between the PRIME CONTRACTOR and the SUBCONTRACTOR related to this Agreement shall be settled according to the disputes resolution procedures in the GDC.
15. **Liquidated Damages:** Liquidated Damages, if provided in the GENERAL CONTRACT DOCUMENTS, shall be assessed against the SUBCONTRACTOR only to the extent caused by the SUBCONTRACTOR, its employees, SUBCONTRACTORS or suppliers and any other person or entity for whose acts the SUBCONTRACTOR may be liable.
16. This Agreement shall be governed by the laws of **Kentucky**.
17. **Payment Use:** SUBCONTRACTOR shall use all payments received to satisfy the indebtedness owed by the SUBCONTRACTOR to any person furnishing labor, materials or equipment for use in performing the SUBCONTRACTOR's work on this project.
18. **Lien Waivers:** As a prerequisite for payment, the SUBCONTRACTOR shall provide, in a form satisfactory to the Owner and the PRIME CONTRACTOR, partial lien and claim waivers and affidavits from the SUBCONTRACTOR, and its SUBCONTRACTORS and suppliers for the completed SUBCONTRACTOR's work. These waivers shall be made conditional upon payment.

- 19. **Permits, Fees and Licenses:** The SUBCONTRACTOR shall give adequate notices to appropriate authorities and MSD Departments pertaining to the SUBCONTRACTOR's work and secure and pay for all permits, fees, licenses, assessments, inspections and taxes necessary to complete the SUBCONTRACTOR's work in accordance with the GENERAL CONTRACT DOCUMENTS. The SUBCONTRACTOR will be responsible for requesting underground utility location services for any excavation work they perform, and will be responsible for damage the SUBCONTRACTOR causes to any underground or overhead utilities during the prosecution of their work.

- 20. **Housekeeping and cleanup:** The SUBCONTRACTOR will be responsible for maintaining a neat, orderly and safe work area at all times. Any excavations made by the SUBCONTRACTOR that must be left open overnight will be either fenced off or covered with a road plate to maintain the safety of workers and residents.

- 21. **Certified payroll:** Applicable prevailing wage rates apply to this project, and SUBCONTRACTOR must provide three (3) copies of certified payroll reports each week, submitted to Leak Eliminators by e-mail at the address of office@leakeliminators.com SUBCONTRACTOR agrees to comply with all applicable prevailing wage rate laws, and will cooperate with any requests for additional information and audits, if required by the governing authority.

SUBCONTRACTOR

ADE Contracting Inc

Angela English 12/20/17

 Signature Date

Angela English *Owner*

 Print Name and Title

CONTRACTOR

Leak Eliminators, LLC

John Lawrence

 Signature Date 12/20/2017

John Lawrence, Vice President

 Print Name and Title

EXHIBIT A – INSURANCE REQUIREMENTS

General Liability Insurance is required for all vendors and SUBCONTRACTORS who will be working on this project under this Agreement. The following requirements are necessary on a “per occurrence” policy rather than a “claim made” policy.

Aggregate limit of at least \$1,000,000

Products/Completed Operations Aggregate limit of at least \$1,000,000

Each Occurrence limit of at least \$1,000,000

Certificates of Insurance must have:

1. Signature from the insurance agency.
2. A certificate issuance date.
3. Name of the insured as per any signed agreements or contracts that matches the current vendor address.
4. Policy number from the insurance carrier
5. The insurance carrier must complete the effective date and the expiration date.
6. Insurance carrier must mark the “occur” box for the coverage provided.
7. Cancellation notice of at least 30 days must be noted by the insurance carrier in the “cancellation section.”
8. Leak Eliminators, LLC and its address must be shown by the insurance carrier in the “certificate holder” section.
9. The description section must be complete with a reference to the additional insured noted.
10. Leak Eliminators, LLC, its affiliates and subsidiaries must be listed as an additional insured on the certificate.

Workers Compensation Insurance is required for all vendors and SUBCONTRACTORS who will have personnel on the project job sites. No less than statutory amounts required by state law with employer’s liability limits no less than \$100,000 each accident/ \$500,000 disease aggregate policy limits/\$100,000 disease-each employee.

Certificates must have:

1. Signature from the insurance agency.
2. A certificate issuance date.
3. Name of the insured as per any signed agreements or contracts that matches the current vendor address.
4. Policy number from the insurance carrier
5. The insurance carrier must complete the effective date and the expiration date.
6. Cancellation notice of at least 30 days must be noted by the insurance carrier in the “cancellation section.”
7. Leak Eliminators, LLC and its address must be shown by the insurance carrier in the “certificate holder” section.

Withholding Amounts: All SUBCONTRACTORS who do not meet the necessary Prime Contractor insurance requirements are subject to withholdings, which are penalties for inadequate insurance coverage. Such withholdings will be refunded to the SUBCONTRACTOR upon documentation of proper insurance coverage.

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 170-2017

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

items with its own workforce

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

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

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

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

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

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

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

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

Leak Eliminators
Company
12/21/17
Date

Richard Lammone
Company Representative
President
Title



Compose

Archive Move Delete Spam More

Up Down Close

Add Gmail, Outlook, AOL and more

Inbox (2)

Drafts (3)

Sent

Archive

Spam (11)

Trash (4)

Smart Views

Important

Unread

Starred

People

Social

Shopping

Travel

Finance

Folders (6)

ACTIVE PROJECTS

JEFFERSONVILLE, ...

A-1 PORTA POTTY

attendance sheets

change order

MATERIAL SUPPLI...

office trailer

SITE SPECIFIC

submittals

time

PRUS CONST - CAL...

OFFICE

OLD - LOST BIDS

OLD ACTIVE PROJE...

PROJECTS BIDDING

FRANKFORT - KY A...

LFUCG Sewer Rhab ...

UK - CHANDLER EA...

Recent

Re: 2017 LFUCG Sewer Rehab Project

People

Jennifer Hoop <jhoop@concospray.com>

Dec 20 at 11:50 AM

To Bryan Beasley

Thanks for sending. I don't see any linings or other items we might be able to bid.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Bryan Beasley <beasley@leakeliminators.com>

Date: 12/20/17 10:46 AM (GMT-05:00)

To: Jennifer Hoop <jhoop@concospray.com>

Subject: Re: 2017 LFUCG Sewer Rehab Project

Jennifer, I have attached the bid schedule to this email.

Let me know if you have any questions. Thanks,

Bryan Beasley Leak Eliminators 330 Lisle Industrial Avenue Lexington, KY 40511 Office: (859) 388-9422 Cell: (859) 351-7537

From: Jennifer Hoop <jhoop@concospray.com> To: Bryan Beasley <beasley@leakeliminators.com> Sent: Wednesday, December 20, 2017 10:41 AM Subject: Re: 2017 LFUCG Sewer Rehab Project

Bryan: I don't have those prints. When is the bid date? I am in Lexington today.

Thanks, Jennifer

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Bryan Beasley <beasley@leakeliminators.com>

Date: 12/20/17 10:26 AM (GMT-05:00)

To: Jennifer Hoop <jhoop@concospray.com>

Subject: 2017 LFUCG Sewer Rehab Project

Jennifer, Will you all be pricing any of the work in the 2017 LFUCG sewer rehab project? Richard has ask me to reach out ot various subcontractors to inquire if they intend to provide pricing.

Let me know if you have any questions or need additional information.

Thanks,

Bryan Beasley Leak Eliminators 330 Lisle Industrial Avenue



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

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

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

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Richard Lawrence

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: 18 yrs as President/owner of Leak Eliminators, He oversees the daily activities of the company

NAME OF INDIVIDUAL: Bruce Whitaker

POSITION/TITLE: General Manager

STATEMENT OF EXPERIENCE: 14 yrs with Leak Eliminators, Started as laborer and operator, Became LFUCG I&I Project Foreman, then Project Supervisor, Became General Manager in 2017, but still oversees LFUCG projects

NAME OF INDIVIDUAL: Darren Whitehouse

POSITION/TITLE: Project Supervisor

STATEMENT OF EXPERIENCE: 4 yrs with Leak Eliminators, Oversees LFUCG I and T project, Schedules crew and materials, works with homeowners to resolve any issues

NAME OF INDIVIDUAL: John Courtney

POSITION/TITLE: CIPP Supervisor

STATEMENT OF EXPERIENCE: 10 yrs with Leak Eliminators

Trains and Supervises the CIPP Lining crew. Has installed
liner in 4 states, and over 50 projects

NAME OF INDIVIDUAL: Jose Chagoya

POSITION/TITLE: Crew Foreman

STATEMENT OF EXPERIENCE: 8 yrs with Leak Eliminators,

Leads and Supervises ~~the~~ one of two dig crews that
works exclusively on LFUCG/Lexington Projects

NAME OF INDIVIDUAL: Heather Baggett

POSITION/TITLE: Office Manager / Affirmative Action Coordinator / Billing

STATEMENT OF EXPERIENCE: 14 yrs with Leak Eliminators.

handles payroll, billing, ~~and~~ accounts payable, as well
as Affirmative Action.

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

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

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

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and

illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

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

Bidders

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


Signature

Leak Eliminators LLC
Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Leak Eliminators, LLC

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

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: Leak Eliminator

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaska Native (Not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	4	3	1														
Professionals	1	1															
Superintendents	1	1															
Supervisors	4	4															
Foremen	2	1		1													
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	4		4														
Skilled Craft	21	16		4		1											
Service/Maintenance	5	4								1							
Total:	43	31	5	5		1				1							

Prepared by: Heather Bergant - Office Manager
(Name and Title)

Date: 12/21/17

13. EVIDENCE OF INSURABILITY

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

Names Insured: Certificate Attached Employee ID: _____
 Address: _____ Phone: _____
 Project to be insured: _____

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

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

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

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

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

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

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

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

PRODUCER BB&T Insurance Services, Inc. 200 W Vine Street, Suite 300 Lexington, KY 40507 859 224-8899	CONTACT NAME: PHONE (A/C No. Ext): 859 224-8899	FAX (A/C No): 8666432260	
	E-MAIL ADDRESS:		
INSURED Leak Eliminator LLC Mr. Richard Lawrence 330 Lisle Industrial Ave. Lexington, KY 40511	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Detective Insurance Co of Amerl		12572
	INSURER B : Kentucky Associated Gen. Conbrs		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR. POLY. W/VD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		S2193955	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		S2193955	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		S2193955	12/31/2016	12/31/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	007722	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$4,000,000 E.L. DISEASE - EA EMPLOYEE \$4,000,000 E.L. DISEASE - POLICY LIMIT \$4,000,000
A	Leased & Rented		S2193955	12/31/2016	12/31/2017	\$200,000 Limit \$500 Deductible

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

CERTIFICATE HOLDER LFUG, Division of Water Quality 125 Lisle Industrial Ave. Lexington, KY 40511	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Charles S. Perden</i>
----------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

14. DEBARRED FIRMS

PROJECT NAME: Storm Sewer System Cleaning/Rehab 2017

BID NUMBER: 170-2017

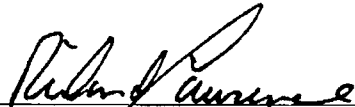
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

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

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

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

Leak Eliminator, LLC
Name of Firm Submitting Bid


Signature of Authorized Official

President
Title

12/21/17
Date

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: Leak Eliminators, LLC

Project: Storm Sewer System Cleaning/Rehab 2017

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

Signature: Richard Lawrence

Date: 12/21/17



ADDENDUM #1

Bid Number: #170-2017

Date: December 14, 2017

Subject: Storm Sewer System Cleaning Rehabilitation

**Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325**

TO ALL PROSPECTIVE SUBMITTERS:

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

See the attached meeting minutes, clarifications & questions and answers.

Revised bid form

Prebid sign in sheet

**Todd Slatin, Director
Division of Central Purchasing**

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

COMPANY NAME: Leak Eliminator LLC

ADDRESS: 330 Lisle Industrial Ave, Lexington Ky 40511

SIGNATURE OF BIDDER: Richard James

VEHICLES LIST/ EQUIPMENT LIST

Inv. No.	Description	Serial No.
E 166	CIPP Shooter	68-0449805
E 168	2008 Kawasaki Mule	JK1AFDD198B500293
E0003	1994 SULLIAR AIR COMPRESSOR	E04-114871
E0023	2000 PIPELINE VIDEO EQUIPMENT	
E0069	J.D. GATOR	W006X4X022362
E0091	EASEMENT MACHINE	E091
E0099	Tric Trenchless	
E107	All Surface Loader/Skid steer	RSE02318
E120	Street Plates	
E121	Fusion Machine 6-8	9398960-05
E122	Saddle Fusing	FR0330086
E123	Jeanie Pipe Puller	E123
E125	See-Snake Camera	20-020330
E126	99 Case 580L Backhoe	JJG0244084
E127	Kent Backhoe Breaker	1179
E130	Shark PRESSURE WASHER	S0406-127319
E144	Case Back Hoe	JJG0199291
E151	Kent Backhoe Breaker	2090
E176	Generator	7003013626
E188	OZII Camera w/ Controller	7052303
E191	Miller Welder - Bobcat 250	LK022363H
E193	launch)	
E195	Wacker Asphalt Roller	5086931
E205	24" Shooter Trailer hookups	
E206	Multi Conductor Reel	RBB10022
E207	Laser Profiler	
E225	Trench Boxes	126350
E228	Monitor for seesnake	
E229	IHI Escavator	WF002011
E248	Generator	75HGKAT41934L
E249	Hammer	02581
E253	Kent Hydraulic Hammer	F271474
E263	Lumberjack	708
E266	6" Godwin Water Pump	0541700-43
E289	Cummins Generator	72000100
E290	Air Compressor	110921
E296	Perma-Liner Viper Steam Unit	
E297	Perma-Liner Top Gun 1" Manifold	
E309	Perma Liner	
E311	OZII Camera w/ Controller	09091505
E319	Compressor	185DPQ-JD
E320	Compressor	185DPQ-JD
E322	Honda Generator	EU6500ISAN

E323	Honda Generator	EU6500IS
E326A	Schwalm Camera System-Robot	2060/6D-148
E327A	Schwalm Camera System-Robot	2060/6D-151
E333	Inspector General	
E371	2005 ingersoll-Rand Air Compressor	358432UFP820
E372	2005 ingersoll-Rand Air Compressor	351461UK0820
E374	Lamp II	
E381	2006 IHI Escavator	WP001282
E385	IHI Mini-Excavator	WK001183
E387	Cat Track Hoe	
E387B	Pump	
E388	Kent Hydraulic Hammer	3161
E401	Komatsu Forklift	4583494
E402	2005 Komatsu Excavator	A86696
E405	CAT DOZER	CAT00DGAFDW00327
E408	2014 Kawasaki Mule	JK1AFCR13EB521817
E410	2014 Kawasaki Mule	JK1AFCR10EB521659
E419	Hydraulic power supply	
E435	IHI Mini-Excavator	WP001090
E436	IHI Mini-Excavator	WK001355
E437	IHI Mini-Excavator	WP001115
E438	CIPP Shooter	
E446	Wetout Mixer	
E447	Reefer Loading Apparatus	
E449	IHI Mini-Excavator	WK001371
E454	Takeuchi Skid Steer	21503891
E455	Takeuchi Skid Steer	21405819
E456	Takeuchi Skid Steer	21305836
E458	Takeuchi Skid Steer	21503079
E459	Pipe Laser	sitech
E462	IHI Mini-Excavator	M002333
E463	2007 Ingersoll air compressor	392066UIRB77
E463-1	Rebuilt motor	
E466	2008 Magnum Light Plant	89672
E468	Myer Water Pump	
E470	2008 Kent Backhoe Breaker	5078
E490	CAT Track Loader	9BL02071
E496	Toyota Forklift	FG45-10784
E497	CAT 320B Excavator	2747
E500	Busch Vacuum Pump	U151700055
E507	Kent Excavator Breaker	2747
E516	Generator	EEJD-1012771
E520	Ingersoll-Rand Air Compressor	399781
E524	Cat 433B	1MG0365
E526	IHI	WK001335
E527	IHI	WK001280

E535	1998 JD Loader	624H
E557	CIPP Shooter	
E567	Harley Rake	
E568	IHI 35 Excavator	WM002482
E571	2016 Kawasaki Mule Pro Fix	JKBAFSG12CB501649
E572	Miller Wire Welder	Me130124n
E575	MUSTANG SKID LOADER	MMC175RTE00030814
E583	Canycorn Rubber Track Crawler	7160752
E596	2013 CAT Excavator	CAT0312EKMJ00534
E597	FIAT Allis Dozer Tractor	
E600	Sweepster	
V0001	1991 International Dump Truck	1HSHEBYN7MH379318
V0026	2001 Isuzu Box Van	JALB4B14917005683
V0033	1998 Chevy Flat Bed Dump	J8BC4B1K6W7002825
V0034	1994 Chevy Dump	JALM7A1U9R3300098
V0035	1999 Chevy Flat Bed Dump	J8BC4B156X7001704
V0041	1991 Freightliner	1FVX3WY96MH390528
V0045	1999 Chevy Box Van	J8BB4B156X7012763
V0047	1991 Kenworth Vactor	1NKDLBOXXMJ567235
V0050	1995 International Cure in Place Steam	1HTSDAAN3SH630146
V0051	2003 Enclosed Trailer	4X4UUS4263W010752
V0052	2004 Trailer	4MNFBI22941002500
V0053	1990 Ford Truck - L9000	1FDYW90L4LVA06466
V0058	2001 Isuzu Truck	JALC4B14717000860
V0062	2003 Isuzu Truck (Cutter)	JALF5C13837700641
V0065	2006 Chevy (CUES camera truck)	1GBE4V1206F425476
V0066	2001 Isuzu Box Van	JALB4B14317003864
V0068	2002 Isuzu Box Truck	JALC4B14127000077
V0073	1999 Volvo Vactor	4VHJCLHIEXXN864843
V0077	1999 Isuzu Flat Bed	JALC4B143X7000363
V0079	2005 GMC Truck	J8DC4B16357008770
V0083	2004 Isuzu Truck	JALC4B14347000553
V0086	1999 International	1HTSHADT4XH624068
V0092	2000 Volvo Tri-axel Dump	4V5JC2GF2YN870204
V0094	2004 Ford F150	1FTPX14594NC09493
V0097	1999 Volvo Dump Truck	4VHJCCUF2XN867329
V0098	2001 Sterling Dump Truck	2FZNEECB51AH62544
V108	2002 Chevy 7500 Dump Truck	1GBM7H1C92J517142
V110	1995 Ford Truck	1FDXF80C7SVA39739
V111	2012 Lark Enclosed Trailer	5RTBE202CD026832
V116	2008 Ford E350 Cube Van	1FDWE35L18DA87410
V117	2008 Ford E350 Cube Van- Chip Cutter	1FDWE35LX8DA75451
V119	2000 Ford Pickup	2FTRX18L7YCA70039
V122	2002 Ford F350	1FTSF31S42EC49870
V123	2000 Sterling L8500 Vac Truck	2FZ6BLCB8YAH45703

V124	2000 Freightliner Vac Truck	1FV6JBB4YHG76919
V125 R&K	2005 International Steam Truck	1HTMKAAN95H693481
V126	2012 Lark enclosed Trailer	5RTBE2027CD027019
V127	1999 International Truck	2HSFRAER6XC021734
V128	2002 International Reefer Truck	1HTMNAAM72H529463
V129	2013 kaufman Trailer	5VGFD2029DL004744
V130	2013 kaufman Trailer	5VGFD2022DL004441
V131	2004 Ford Camera Truck	1FDXE45PX4HA58441
V133	2005 Chevy Tahoe	1GNEK13ZX5J100244
V135	2013 Kaufman Trailer	5VGFD2023EL000447
V136	2013 Kaufman Trailer	5VGFD2020EL000941
V137	2014 Toyota Sienna (Karen)	5TDKK3DC5ES413013
V138	2003 Ford F450 Dump Truck	1FDXF46S13ED86394
V139	1966 Rogers Lowboy	11895
V140	2006 International 4300 Reefer	1HTMMAAL86H321219
V141	2005 Ford F250	1FTSW20525EA36796
V143	2002 Ford Crew	1FTNW20L42EB97917
V146	Reefer Trailer	1GRAA641XSBI33501
V148	2006 Pontiac Torrent Richard	2CKDL63F566122924
V149	2006 Mercury Mariner	4M2YU56156KJ06097
V151	2006 Ford F150 - Hank	1FTPW14596FB19891
V152	2007 Saturn Outlook - Bruce	5GZER33737J141704
V153 R&K	2010 Freightliner M2	1FVHCYBS0ADAP65567
V154	2015 Kaufman Trailer	5VGFD2023FL000546
v156	2015 Kaufman Trailer	5VGFC2029FL000647
V157	2007 Chevy Tahoe	1GNFK13087J406352
V158	1999 GMC Dump Truck	1GDM7H1C3XJ511495
V160	2006 Ford F450 Dump	1FDXF46P86EA20352
V163	2006 Ford Super Duty F250 darren	1FTSW20596ED67523
V167	1988 Mack	1M2PI98CXJW002458
V168	2000 Ford Dump	1FDXF46F2YEB55918
V170	1987 Walker Trailer	1W9S72AW3H0007011
V171	2007 Chevy C4500	1GBE4C1217F416033
V172	2005 Chevy C4500	1GBE4C1E65F520976
V173	2004 Chevy Pickup	1GBE4E1174F504227
V174	2011 Chevy Suburban (John L)	1GNWK5EG6BR228548
V175	2016 Kaufman Trailer	5VGPH2529CL000906
V178	1999 Polar Tanker	1PMS34322X1021226
V180 R&K	1998 53' Reefer Trailer	1UUVS2533WU519688
V181 R&K	2010 Freightliner Reefer	1FVHCYBS1ADAP65559
V182 R&K	2003 Volvo VNL6TT	4VANC9TG13N340148
V183 R&K	2002 53' Reefer Trailer	1UUVS35372U885704
V184 R&K	2004 Western Star	5KJJABCK84PN03897
V185 R&K	2006 Sterling Vactor	2FZHATDCX7AY03504

V187	2004 International 7600	IHTWYAHTX4J081129
V188	2006 Volvo VNM42T	4V4MI9GF76N406564
V189	2011 Toyota Rav4	2T3BF4DV8BW115979
V190	2008 International Vactor	IHTWGAZT58J691690
V192	2010 Ford Crown Vic	2FABP7BVXAX136733
V193	2000 Ford Taurus	1FAFP5324YG276156
V194	2008 Ford Explorer 4x4	1FMEEU73E78UA23592
V195	2007 LEXUS RX	272HK31U37C014180
V196	1999 Mack CH613	1M1AA3Y5W101129
V197	2007 Mack CV713	1M2AG1TC67M058109
V198	1998 Western Star	2WLPCCBEXWK949432
V199	2003 Mack 600 RB600	1M2AM08C23M006317

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Leak Eliminators LLC

330 Lisle Industrial Ave., Lexington, KY 40511

as Principal, hereinafter called the Principal, and Ohio Farmers Insurance Company

P.O. Box 5001, Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto LFUCG Divison of Water Quality

125 Lisle Industrial Ave., Lexington, KY 40511

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Storm Sewer System Cleaning/Rehab. 2017

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of December, 2017

Heath Bays
(Witness)

Leak Eliminators LLC

(Principal)

(Seal)

By: Richard Lawrence

Richard Lawrence
President
(Title)

Marian K. Keen
(Witness)

Ohio Farmers Insurance Company

(Surety)

(Seal)

By: Deborah Davis

Attorney-in-Fact Deborah Davis

(Title)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/25/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1673512 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint CHARLES G. PEDEN, CAROL B. HAMBY, HOWARD A. SEE, JR., DEBORAH DAVIS, NICHOLAS R. BAUER, CANDACE D. PLYBON, JOINTLY OR SEVERALLY

of LEXINGTON and State of KY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 25th day of MAY A.D., 2016

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 25th day of MAY A.D., 2016, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 21st day of December, 2017 A.D.



Frank A. Carrino Secretary Frank A. Carrino, Secretary

Client#: 810170

66LEAKELI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2017

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

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


PRODUCER BB&T Insurance Services, Inc. 200 W Vine Street, Suite 300 Lexington, KY 40507 859 224-8899		CONTACT NAME: PHONE (A/C, No, Ext): 859 224-8899 FAX (A/C, No): 8666432260 E-MAIL ADDRESS:															
INSURED Leak Eliminators LLC Mr. Richard Lawrence 330 Lisle Industrial Ave. Lexington, KY 40511		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Selective Insurance Co of America</td> <td>12572</td> </tr> <tr> <td>INSURER B : Kentucky Associated Gen. Contract SIF</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Selective Insurance Co of America	12572	INSURER B : Kentucky Associated Gen. Contract SIF		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		S2193955	12/31/2017	12/31/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON OWNED AUTOS ONLY		S2193955	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE DED RETENTION \$		S2193955	12/31/2017	12/31/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		007722	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$4,000,000 E.L. DISEASE - EA EMPLOYEE \$4,000,000 E.L. DISEASE POLICY LIMIT \$4,000,000
A	Leased & Rented		S2193955	12/31/2017	12/31/2018	\$200,000 Limit \$500 Deductible

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

CERTIFICATE HOLDER LFUCG, Division of Water Quality 125 Lisle Industrial Ave. Lexington, KY 40511	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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