



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

Bid Number: **141-2011**

Date: January 19, 2011

Subject: **Green Acres/Hollow Creek Stormwater
Treatment Units**

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

TO ALL PROSPECTIVE BIDDERS:

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

1. **Under Part II Information for Bidders (IB)** – The following text should be included and made a part of the document under the new heading

“Erosion and Sediment Control and Permits”

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

2. **Under Part IV General Conditions (GC) – Section 5.17 Erosion and Sediment Control** is to be included and made a part of the document with the following text.

5.17.1 General Environmental Requirements

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

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

5.17.2 Stormwater Pollution Prevention

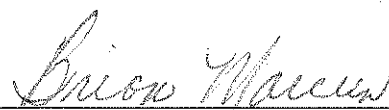
- A. The **CONTRACTOR** shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the **CONTRACTOR** in accordance with applicable local, state and federal law.
 - B. The **CONTRACTOR** is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the **CONTRACTOR**. The **CONTRACTOR** is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:
 - a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
 - b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
 - c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.
 - C. The **CONTRACTOR** shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the **CONTRACTOR**'s expense.
 - D. Upon completion of the work and with the concurrence of the **OWNER**, the **CONTRACTOR** must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.
 - E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the **CONTRACTOR**.
3. **Under Part IV General Conditions (GC)** – The index includes Section 5.6 Adjusting Progress Schedule but the body of text was inadvertently left out which includes the following text to be added and made a part of the document.

5.6 Adjusting Progress Schedule

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

Below are answers to questions that have been emailed for clarification:

Questions	Answers
<p>Could a bid item for mobilization be added to the overall bid schedule to cover incidental costs for the project? The mobilization pay item would include costs for mobilizing equipment on the project, locating underground utilities, temporary sanitary facilities, staking, bonds and insurance.</p>	<p>No, mobilization will not be added to the bid schedule. The cost for mobilization or other overhead items should be included as part of the unit price for bid schedule items.</p>
<p>On the plans it shows two ea 9' x 16' Suntree treatment unit. The actual size is 8' x 16'.</p>	<p>The "proposed water quality unit 16' x 9' referenced by the plans and described in detail in the specifications are 8' X 16' inside dimensions and 9.3' X 17.3' outside dimensions.</p>
<p>Can some alternates be submitted to products listed and where are they sent?</p>	<p>-Alternates have not been specifically requested in the Invitation for Bids and may not be submitted as part of the bid at this time. -This is explained in the Contract Documents and Specifications, Part II Information for Bidders, Section 17. Substitute or "Or-equal" Items and Section 18. Alternate Bids.</p>



Brian Marcum, Director
Division of Central Purchasing

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

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE OF BIDDER: _____