

**ADDENDUM #2**Bid Number: **#63-2023**

Date: June 7, 2023

Subject: Armstrong Mill Pump Station Replacement
(Delong Road Pump Station)Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. GENERAL QUESTIONS

	Questions	Answers
1.	Will Blasting be allowed on this project?	Blasting will be removed from the base bid and included as a deductive alternate. See the attached updated bid schedule.
2.	If Blasting is removed from the project, will LFUCG extend the contract time to accommodate the added effort?	The contract timeframe will not be extended at this time.
3.	Are the DBE goal percentages based on the total base bid (including allowances) or without the allowances?	The MWDBE goals are based on the total bid amount.
4.	Can items be added to the approved manufacturer list on the bid schedule?	New manufacturers will not be added to the bid schedule items list. As a reminder, contractors are welcome to bid on alternative manufacturers as a deductive alternative.
5.	Can the bid opening date be moved to the end of June or early July?	No.

2. SPECIFICATIONS**a. Specification Section 00410 – Bid Form**

- i. Replace Section 00410- Bid Form with the attached section. The contractor shall note that Blasting will not be included in the Base bid. Blasting has been included as a Lump Sum Deduction in the Alternative Manufacturer Information/ Construction Methods Table.





3. DRAWINGS

a. SHEET C-0-100

- i. The existing overflow pipe shall be abandoned in place at the existing Armstrong Mill Pump Station. The contractor shall also remove the headwall at the discharge of the overflow pipe and plug the pipe. This shall be included in the lump sum of Bid Item 12: Demolition of Existing Armstrong Mill Station, Complete.

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, and part of your Bid.

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE OF BIDDER: _____

Attachments:

- 1. Pre-bid Meeting Summary
- 2. Pre-bid Meeting Roster
- 3. Existing Armstrong Mill Pump Station Record Drawing
- 4. Section 00410 – Bid Form



**Armstrong Mill Pump Station Replacement
LFUCG, Lexington, KY**

**GRW Project No. 4859-03
Date: May 31, 2023**

*****Meeting Summary notes in Bold and Italic Text*****

1. Introduction

- Owner: LFUCG DWQ
 - Bob Peterson, PE, RMP Manager
 - Tyler Bridges, PE, Project Manager, Hazen and Sawyer
- LFUCG Division of Purchasing
 - Brian Marcum, Buyer Senior
 - Sherita Miller, MBE Liaison
- Engineers:
 - Bell Engineering
 - Jonathan Rehner, PE
 - David Schrader, PE
 - GRW Engineers, Inc.
 - Mike Jacobs, PE
- Stormwater Program Manager: Tetra Tech
 - Abby Terry, EIT

- Please type your name and the company you are representing in the chat box. This will create a list of the meeting attendees. If you are calling in, wait until the end of the meeting and we will verbally get your information.

2. Bidding Questions and Procedures

- LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line item totals (if required) may be rejected and deemed non-responsive. **Please submit all questions via the Q&A Module on ION WAVE.**

- Pre-bid meeting Questions:
 - Questions may be asked verbally. Questions will be recorded and issued as part of an addendum.
 - Verbally asked questions may be verbally responded to by the Owner/Engineer at the meeting, and responses recorded in the addendum.
 - Responses from Owner/Engineer at pre-bid meeting may change after we have had a chance to get back to the office and research/clarify information.
- Final written responses in addendums will override any verbal question responses.
- Final issued addendums will be the legal response of record.

3. Affirmative Action

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

**Armstrong Mill Pump Station Replacement
LFUCG, Lexington, KY**

**GRW Project No. 4859-03
Date: May 31, 2023**

*****Meeting Summary notes in Bold and Italic Text*****

- It is requested that each Bidder include in its bid a goal of (10%) for MWDBE participation and a goal of (3%) for Veteran participation.
- Contact Sherita Miller, smiller@lexingtonky.gov Division of Central Purchasing for additional information.

4. Erosion and Sediment Control Measures

Contractor shall follow the permitting, inspection, and enforcement procedures for erosion, sediment, and stormwater control established by Tetra Tech. Copies of the permitting, inspection, and enforcement (PIE) procedures will be distributed following the meeting with the meeting minutes as part of the Addendum.

5. Project Description

The project includes providing all construction supervision, labor, materials, tools, and test equipment necessary for the Armstrong Mill Pump Station Replacement (DeLong Road Pump Station). The project consists of constructing a 5.1 mgd pump station to include site work, electrical building, odor control equipment, dual chamber wet well, valve vault, comminutor, gravity and force main installation, and appurtenances.

The foregoing descriptions shall not be construed as a complete description of all work required.

6. Bid/Construction Schedule

- May 31, 2023: Mandatory Pre-bid Meeting (10:00 am) *Virtual link provided
- May 31, 2023: Non-Mandatory Site Visit (at the conclusion of meeting)
- June 09, 2023: Cut-Off Date for Questions (5:00 pm)
- June 13, 2023: Final Addendum Issued (by 3:30pm)
- June 20, 2023: Virtual Bid Opening (2:00pm)
- July 14, 2023 : Notice of Award (tentative)
- July/August, 2023: Preconstruction Conference (tentative)
- December 2024: Construction Complete
- December 31, 2024: Consent Judgement Construction Deadline

7. Wage Rates

- State and Federal Wage rates **are not** included as part of this project.
- ***Project is partially funded by Cleaner Water Funds***

8. Tax Exemption

- KRS 139.480(34)(a) Creates a new sales tax exemption for materials purchased by a contractor to be installed as part of a water or sewer project for certain water or sewer utilities (See section 13 of House Bill 360, Page 58).
- A tax exemption form will be supplied to the awarded contractor during the pre-construction meeting.

**Armstrong Mill Pump Station Replacement
LFUCG, Lexington, KY**

**GRW Project No. 4859-03
Date: May 31, 2023**

*****Meeting Summary notes in Bold and Italic Text*****

- KIA Cleaner Water Funds.

9. Bid Form

- The bid form contains both lump sum work and unit price work.
 - The lump sum work includes everything in the plans and specifications not listed in the unit price work.
 - Allowances are included for
 - Miscellaneous site improvements
 - System Programming Services
 - Electrical expense for new station (from KU)
 - Kentucky American Water Company Connection
 - Multivista Preconstruction Documentation
 - Antenna Tower and Base

10. Permits to be completed

- Storm Water Pollution Prevention Plan (SWPPP)
 - Included in specification section 02371. Partially completed. Contractor to complete.
 - Approved LFUCG Land Disturbance Permit Application & Erosion and Sediment Control (ESC) checklist is included in SWPPP specification
- View General Notes, sheet G-0-001 through G-0-004 of the drawings

11. Site Access

- Contractor access to the site shall be through Delong Road and Armstrong Mill

12. General Construction

- Blasting will be allowed - ******No Blasting will be allowed, per LFUCG.***
- Site security and temporary chain link construction fencing is required
- Staging area has been identified for the Contractor. Any additional area needed will be the responsibility of the Contractor.
- The entire site, including gravity sewer, force main, shall be maintained by the contractor (mowing, cleanup, site access, etc.)
- A lay down site has been identified by the Engineer on the Plans. Any additional area needed will be the responsibility of the Contractor.
- Concrete washout structures shall be located and installed by the Contractor.
- Bypass pumping and maintaining service at all times is the Contractor's responsibility.
- Materials to be salvaged from the existing pump station are listed on DWG. G-0-004
- Future Chemical Feed: Carrier pipes and secondary containment wall will be installed in this project. Tanks will not be provided or installed as part of this project. This will be done in the future.
- ***The intent is for the radio antenna to be attached to the building. The allowance for antenna tower construction is included if it is necessary for the radio to function properly.***

**Armstrong Mill Pump Station Replacement
LFUCG, Lexington, KY**

**GRW Project No. 4859-03
Date: May 31, 2023**

*****Meeting Summary notes in Bold and Italic Text*****

13. Submittals

Required submittals include but are not limited to:

- Schedule of Values
- Construction Sequencing Plan
- Construction Access Plan
- Staging Area Plan
- Bypass Pumping Plan
- Concrete Washout Structures
- Maintenance of Operations Plan
- Spoils Management Plan
- Abandoned Pipe Safeload Plan
- Dewatering Plan
- ~~Blasting Plan (if utilized)~~ **Not Allowed**

The named submittals are incidental to the contract and are not pay items

14. Questions and Comments

LFUCG stated that there is a plan room that has posted an anticipated budget for construction of this project. The budget provided by the plan room was not provided by LFUCG, and contractors should be cautious regarding the accuracy of this budget.

- ***Question: Are there any plans for the existing Armstrong Mill Pump Station?***
 - ***Yes, these will be provided as an attachment to an addendum.***
- ***Questions: Will blasting be eliminated via addendum?***
 - ***Clarification will be provided in a future addendum.***
- ***Questions: Will LFUCG consider DBE goal percentages based on bid minus allowance?***
 - ***LFUCG will need to clarify in the addendum.***
- ***Questions: What bid item includes the asphalt pavement around the pump station? Is this included in the site work lump sum, or in the unit price for the Private Parking, Lots and Driveways?***
 - ***The asphalt pavement around the pump station is shown as Bid item No. 21 : Asphalt: Prviate Parking, Lots and Driveways.***
- ***If blasting will not be considered, will LFUCG add extension on time, given that mechanical removal of rock is more difficult?***
 - ***LFCG will clarify in the addendum.***

Pre-Bid Attendance Summary

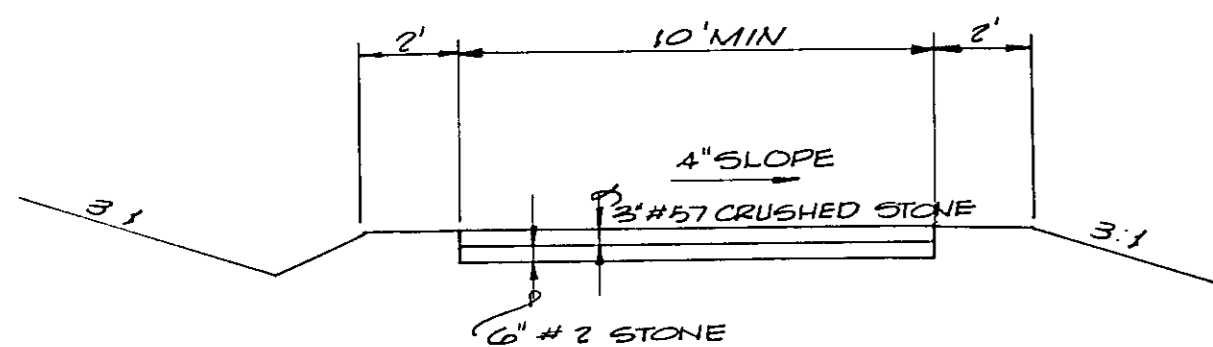
Total Number of Participants
Meeting Title
Meeting Date
Meeting Start Time
Meeting End Time
Meeting ID

20
Armstrong Mill Pump Station Replacement (Delong Road Pump Station)
5/31/2023
10:00 AM
11:00 AM
N/A

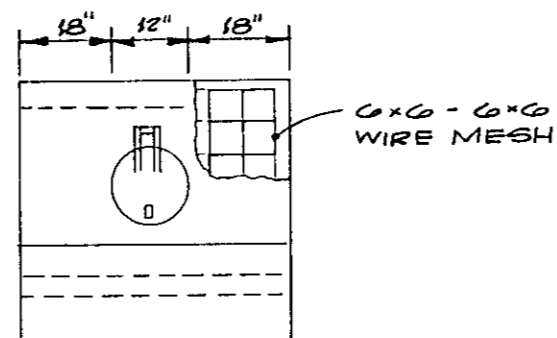
Full Name	Company	Phone Number	Email
Jonathan Rehner	Bell Engineering	1-(859)-278-5412	jrehner@hkbell.com
David Schrader	Bell Engineering	1-(859)-351-1263	dschrader@hkbell.com
Kurt Zehnder	Hazen & Sawyer	1-(859)-219-1126	kZehnder@hazenandsawyer.com
Tyler Bridges	Hazen & Sawyer	1-(502)-290-0640	tbridges@hazenandsawyer.com
Robert Peterson	LFUCG	1-(859)-425-2438	rpetterson@lexingtonky.gov
Brian Marcum	LFUCG		brianm@lexingtonky.gov
Sherita Miller	LFUCG	1-(859)-258-3320	smiller@lexingtonky.gov
Abby Terry	Tetra Tech	1 (859) 514-8819	abby.terry@tetrattech.com
Owen Yocum	Judy Construction Company	1-(859)-234-6900	owen@judycc.com
Eric Brangers	Sullivan Environmental Technologies		eric@sullivanenvtec.com
Ryan Gabbard	Herrick Company	1-(502)-682-6903	ryan@hci96.com
William Ugland	Orders Constrction	1-(304)-560-5404	griffinm@ordersconstruction.com
Joe Smith	Smith Contractors	1-(502)-839-4196	js@sci8z.com
Austin Martin	Blue Tank & Pump	1-(859)-361-6331	amartin@bluetankandpump.com
Brian Winslow	MAC Construction	1-(812)-941-7895	bryanw@macconstruction.com
Bradford Dove	Morgan	1-(615)-995-8542	bdove@morgan1.com
David Cahoe	Control Touch Systems		david.cahoe@controltouch.com
David Chism	Control Touch Systems	1-(502)-345-8564	david.chism@controltouch.com
Andrew Cattoi	NAC Heavy Highway	1-(606)-424-0674	andrew@nacheavyhwy.com
Victor Bacon	Geco Enterprises		

NOTES:

1. Dimension from face of concrete to steel shall be 2" clear distance
2. This headwall is used for discharge into side of main channel

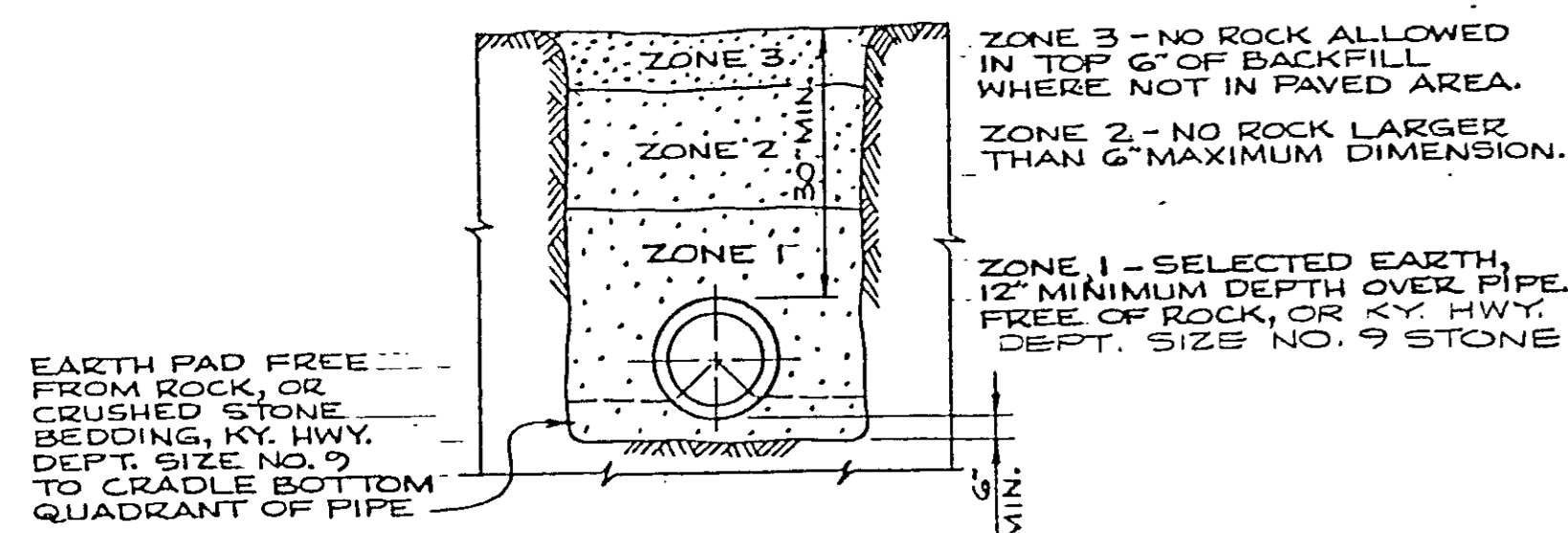


ACCESS ROAD DETAIL
(NOT TO SCALE)

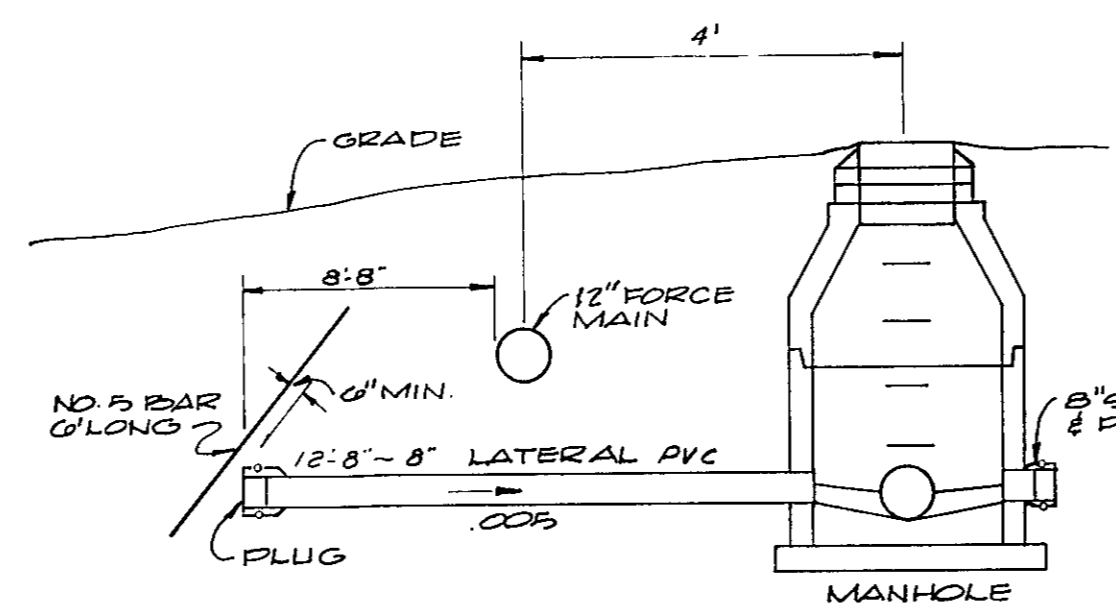


FRONT ELEVATION

HEADWALL DETAILS
(NOT TO SCALE)

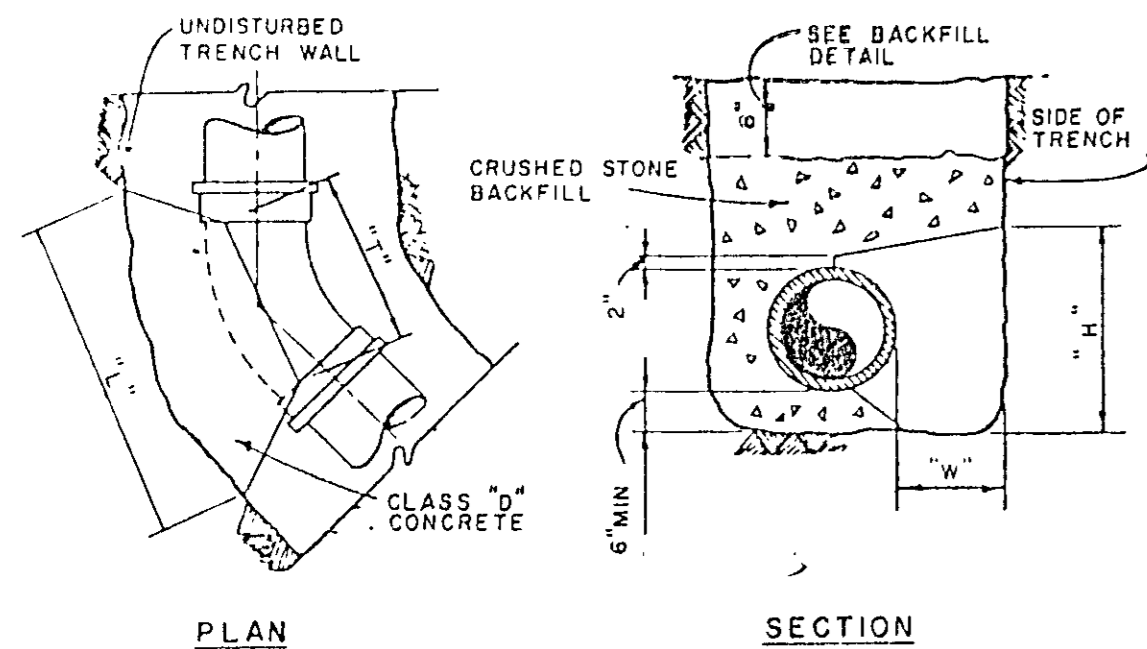


FORCE MAIN TRENCH BACKFILLING



TYPICAL LATERAL DETAIL
(NOT TO SCALE)

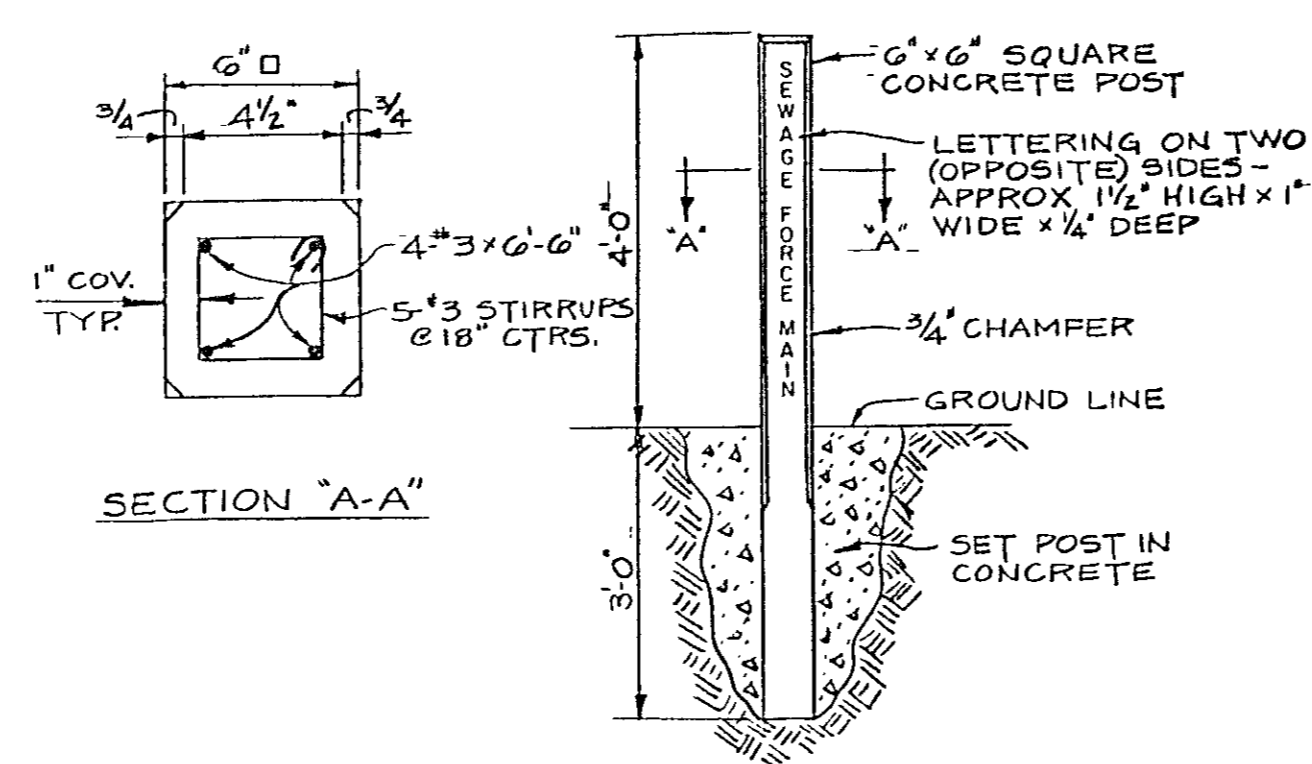
* ALL PIPE AND FITTINGS TO BE BLOCKED SHALL BE WRAPPED TO PREVENT PERMANENT ENCASEMENT OF JOINTS.



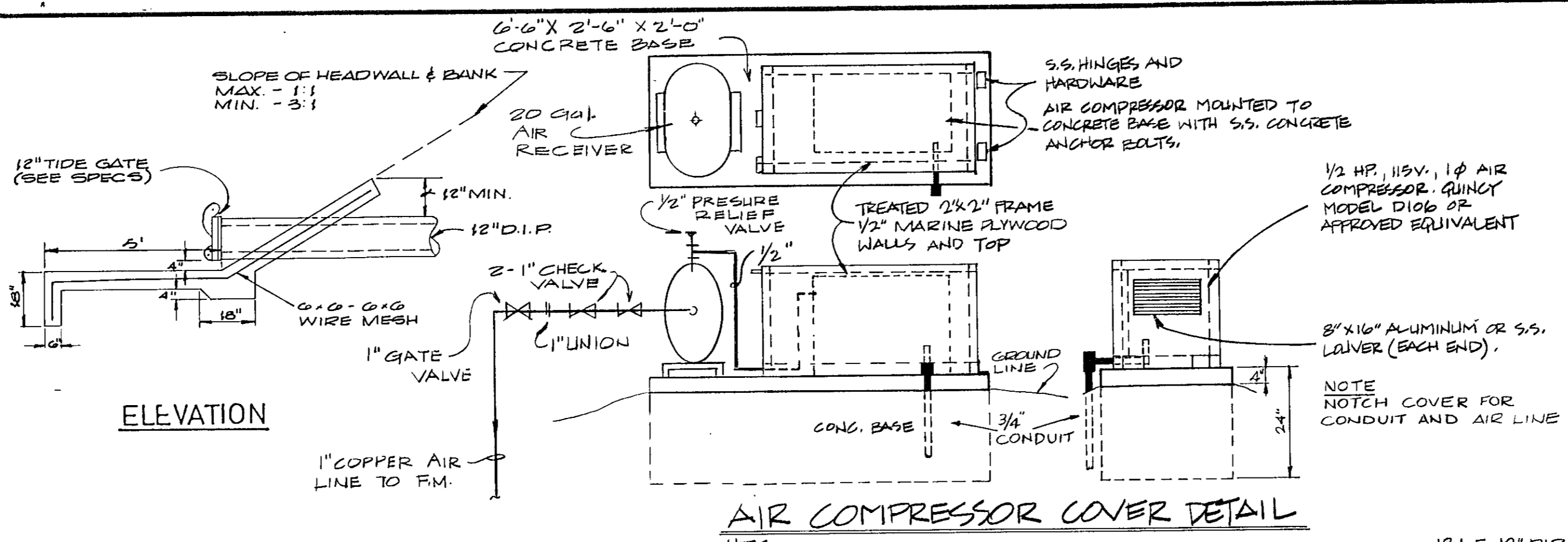
HORIZONTAL AND VERTICAL BENDS
TYPICAL DETAIL OF CONCRETE BACKING
(NOT TO SCALE)

45° BEND						
SIZE	D	4"	6"	8"	10"	12"
W	8"	8"	10"	12"	12"	
L	14"	18"	20"	22"	27"	
H	14"	16"	18"	20"	24"	
T	13"	15"	16"	18"	18"	

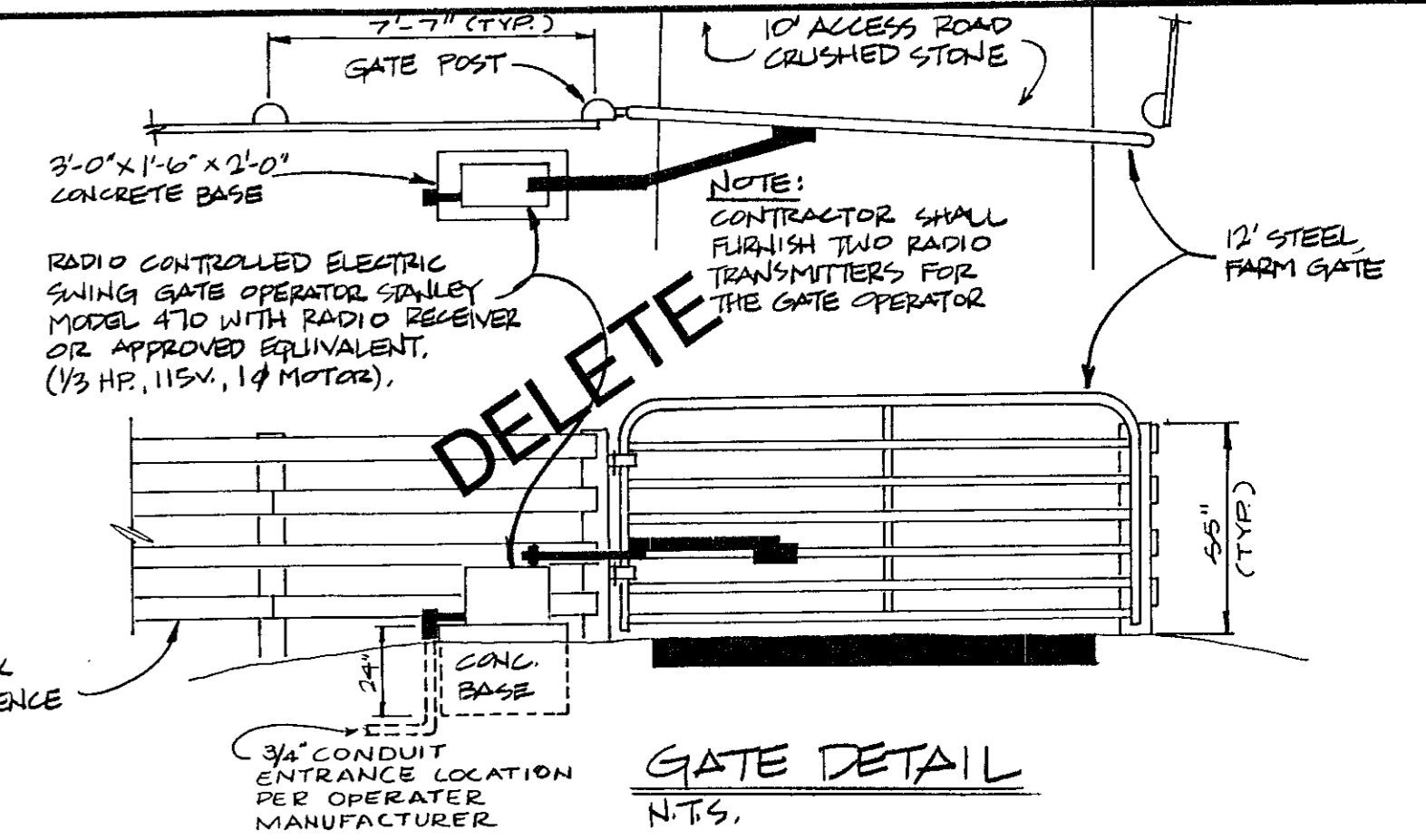
90° BEND						
SIZE	D	4"	6"	8"	10"	12"
W	8"	8"	10"	12"	12"	
L	14"	24"	30"	35"	40"	
H	14"	16"	18"	24"	30"	
T	13"	16"	18"	20"	22"	



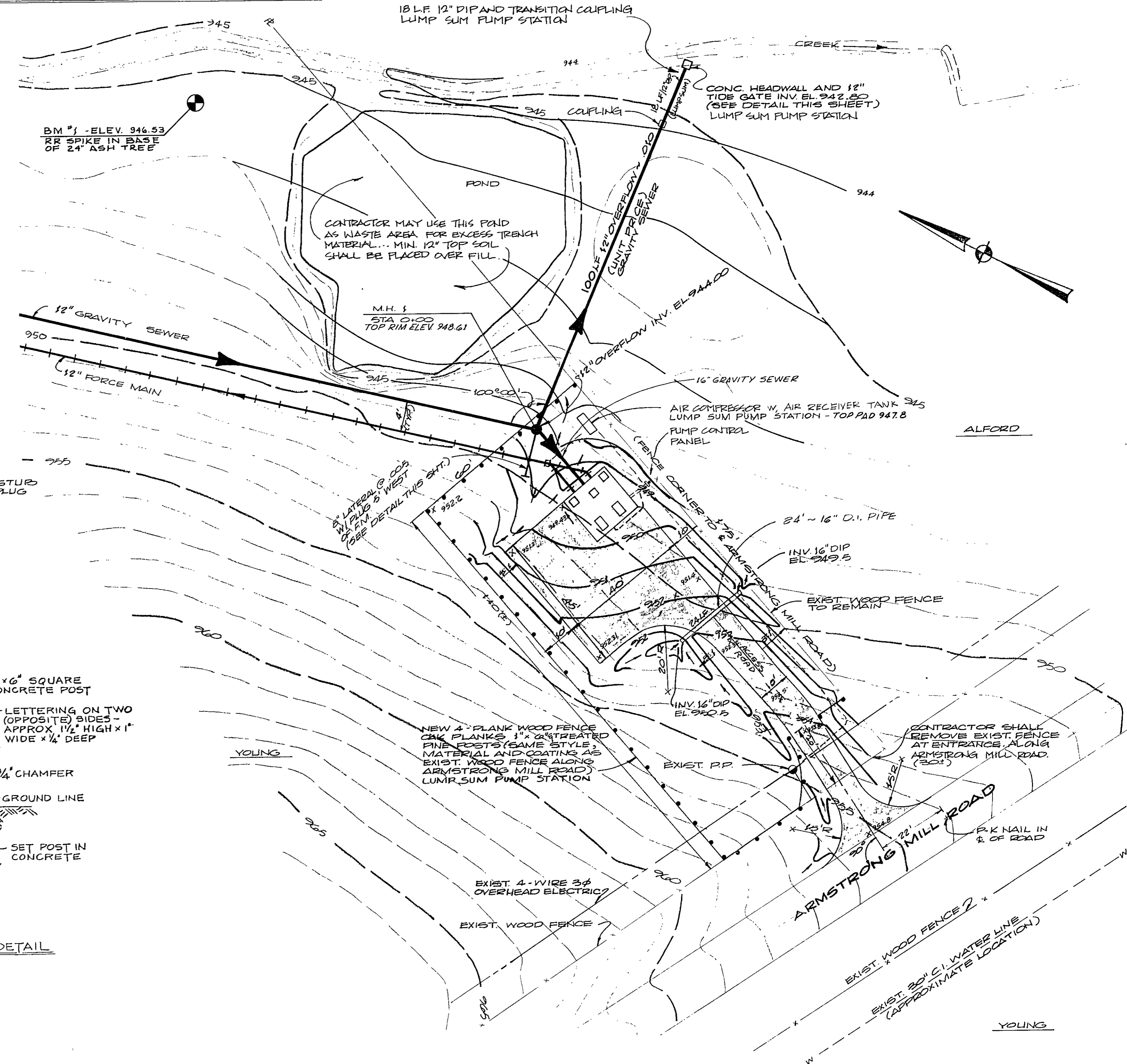
CONCRETE LINE MARKER DETAIL
(NO SCALE)



AIR COMPRESSOR COVER DETAIL
(NOT TO SCALE)



GATE DETAIL
(NOT TO SCALE)



PUMP STATION SITE PLAN
SCALE: 1" = 20'

11/16/84
RECORD DRAWING

DATE	BY	REVISIONS	CHECKED

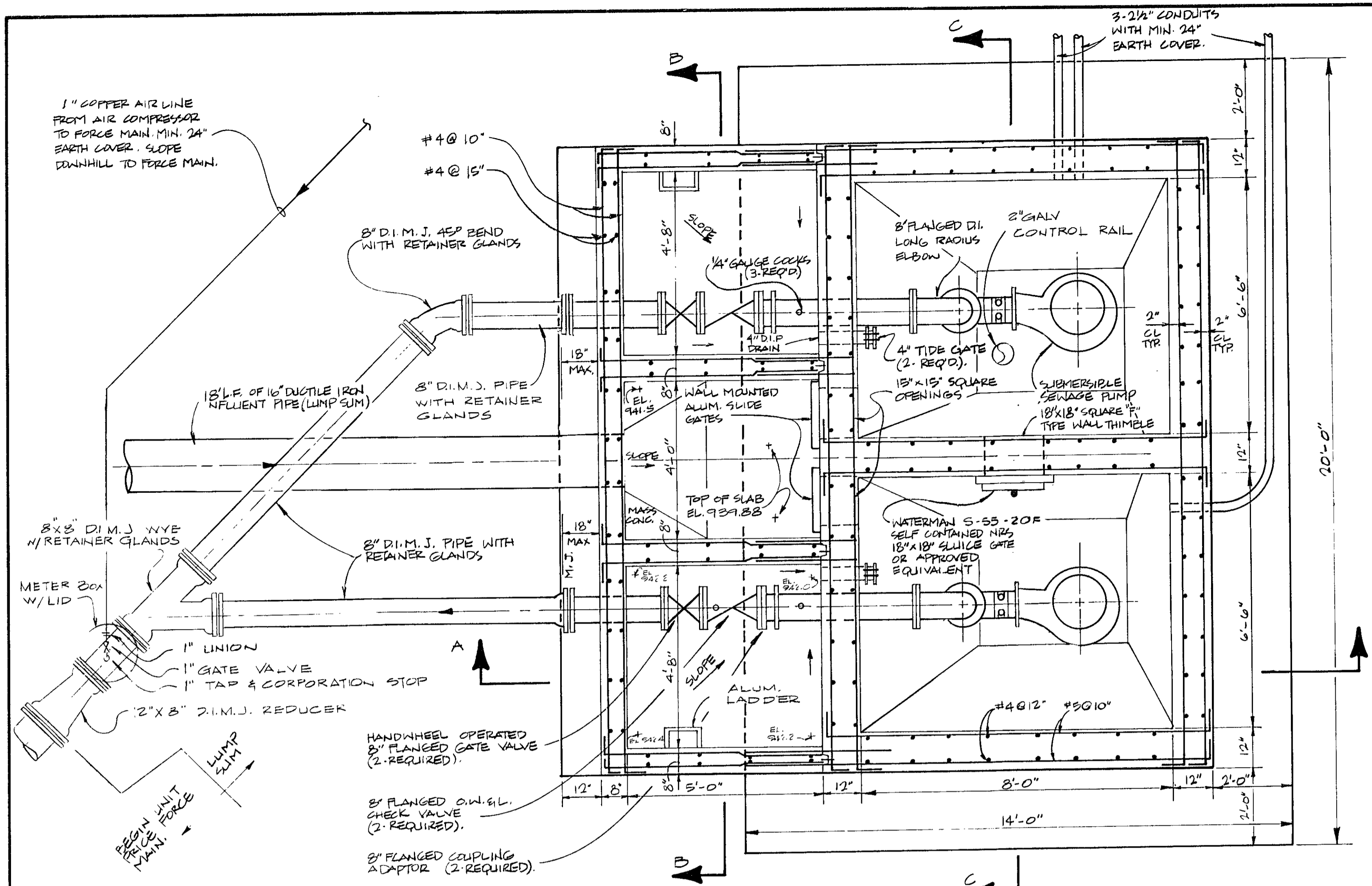
PEH ENGINEERS
PARROTT, ELY & HURT
LEXINGTON, KENTUCKY

SCALE: as shown
DATE: Feb. 1984

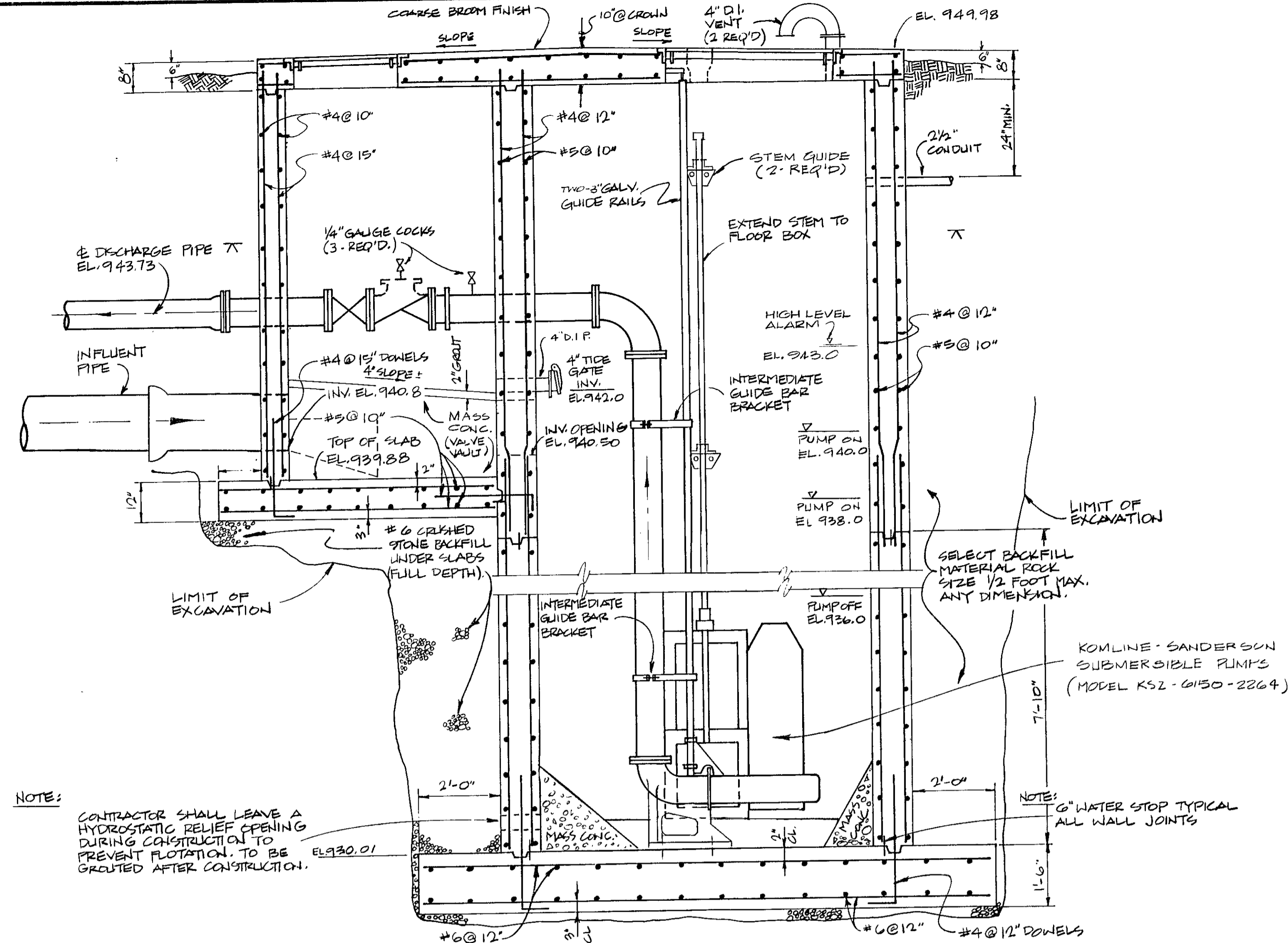
ARMSTRONG MILL ROAD SEWER PROJECT

P.S. SITE PLAN AND MISC. DETAILS

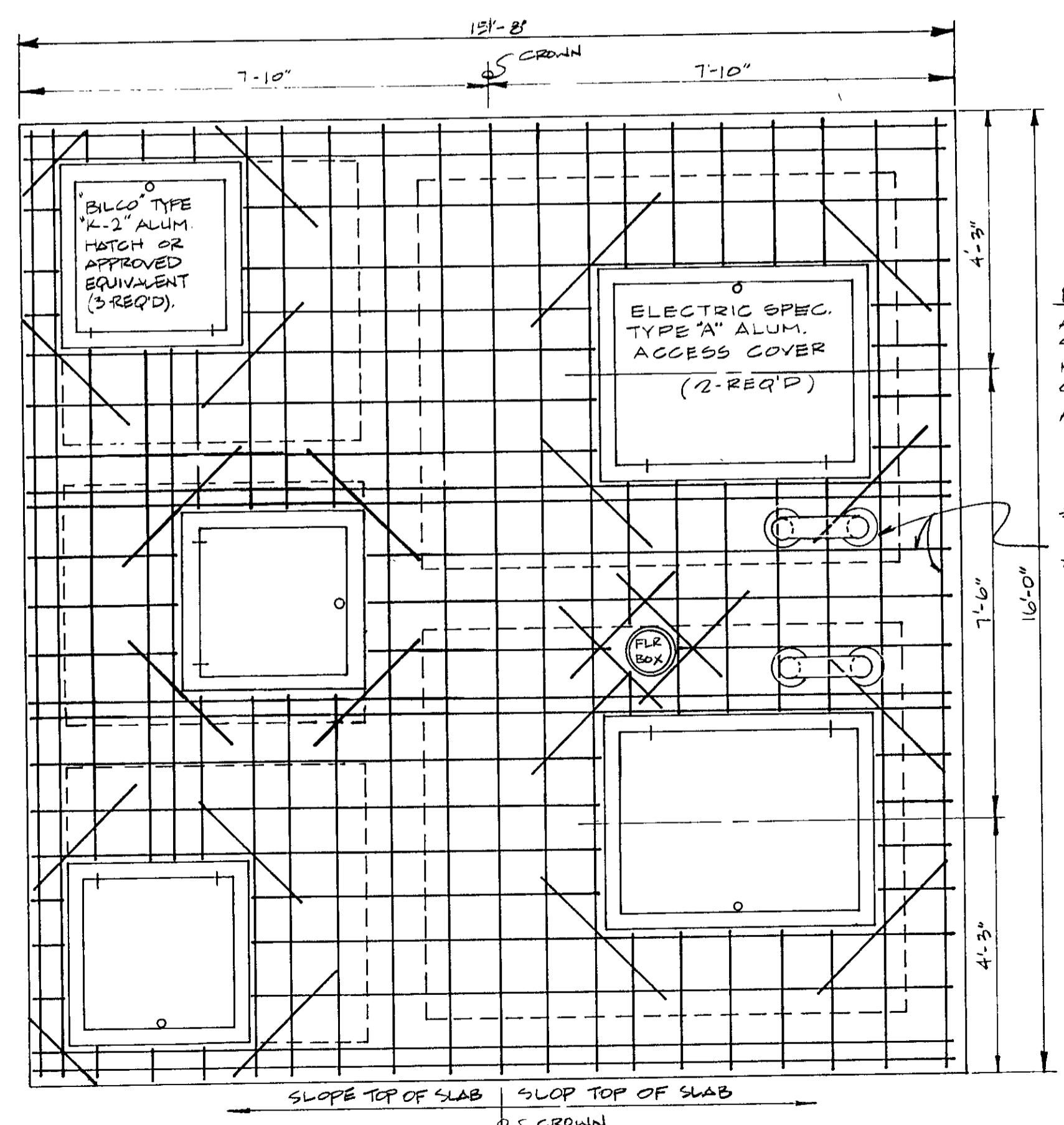
SHEET NO.:	5
OF:	9



PLAN



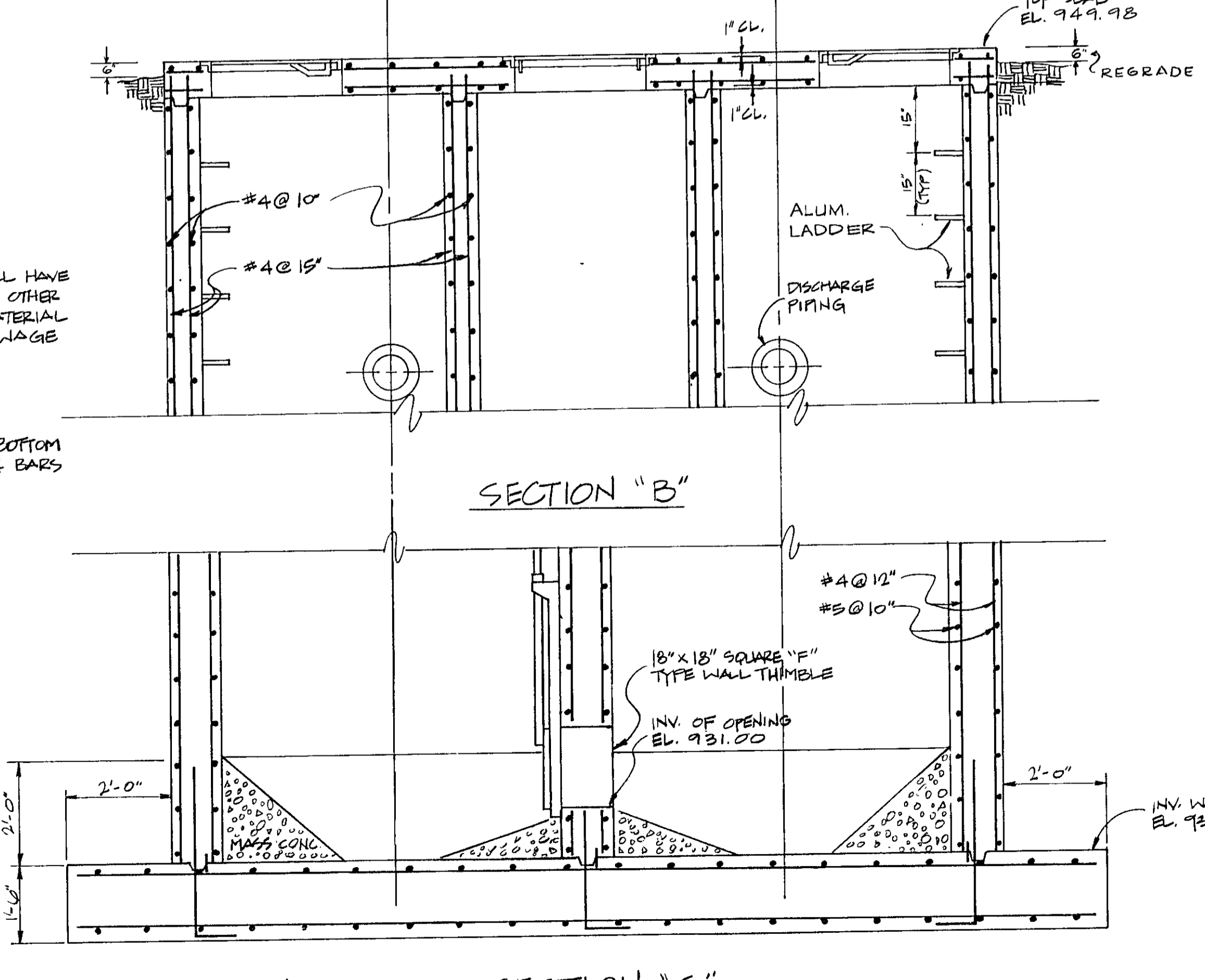
SECTION "A"



TOP SLAB REINFORCING

NOTE:
ALL HATCHES SHALL HAVE
S.S. HARDWARE OR OTHER
NON-CORROSIVE MATERIAL
SUITABLE FOR SEWAGE
APPLICATIONS.

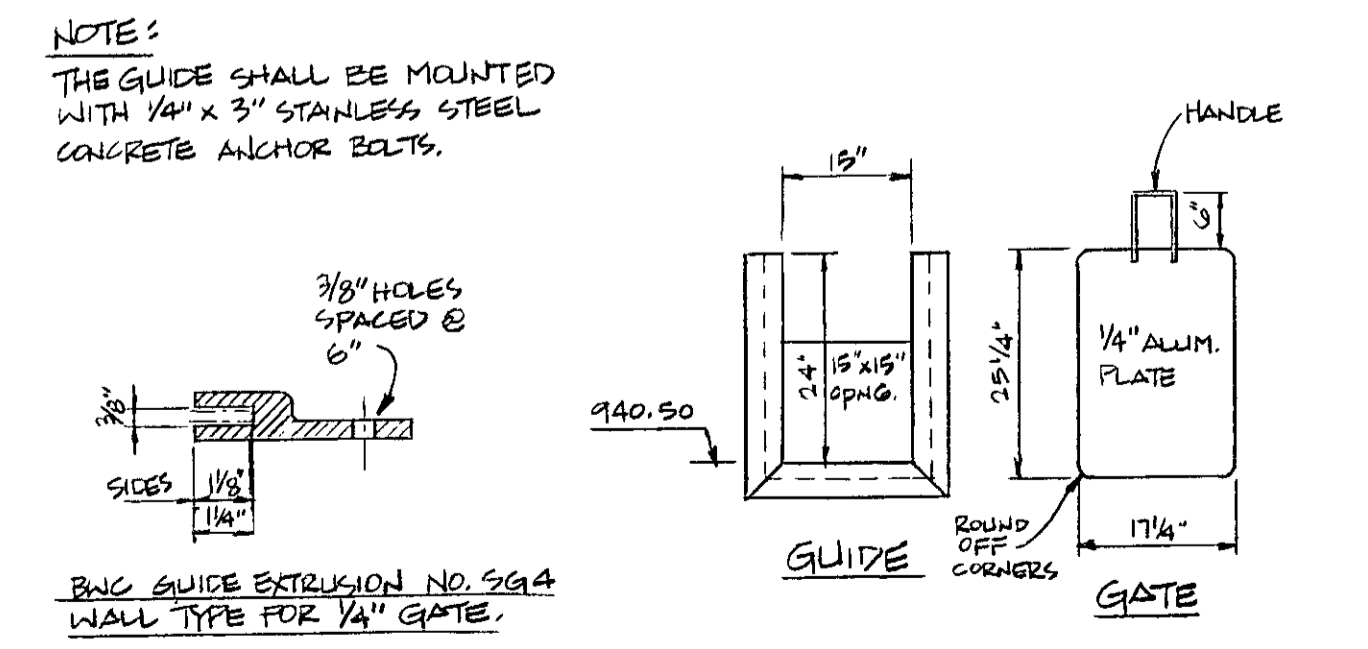
#4'S @ 10" TOP & BOTTOM
AND ADDITIONAL #4 BARS
AS SHOWN.



SECTION "B"

SECTION "C"

- GENERAL NOTES**
- 1 ALL EXPOSED METAL SURFACES WITHIN THE PUMPING STATION IS PAINTED WITH PORTER PAINTS (TARSET SUPER COAL TAR - EPOXY 1332-BLACK - 2-PARTS MIX EQUAL)
 - 2 ALL PIPING IN THE PUMPING STATION ITEM SHALL BE DUCTILE IRON UNLESS SHOWN OTHERWISE.
 - 3 ALL D.I.M.J. RETAINER GLANDS SHALL BE STUDDED TYPE EQUIVALENT TO CLOW F-1025.
 - 4 FLANGED COUPLING ADAPTERS SHALL BE INSTALLED WITH ANCHOR STUDS.
 - 5 ANCHOR BOLTS FOR PUMPS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH PUMP MANUFACTURER'S RECOMMENDATIONS.
 - 6 CONTRACTOR SHALL FURNISH ONE TEE WRENCH OPERATOR FOR THE SLUICE GATE.
 - 7 ALL ALUMINUM IN CONTACT WITH CONCRETE IS TO BE PAINTED WITH TWO (2) COATS OF KOPPER'S BITUMASTIC NO. 50 OR APPROVED EQUIVALENT.



WALL MOUNTED ALUMINUM SLIDE GATE DETAIL

RECORD DRAWING

DATE	BY	REVISIONS	CHECKED

PEH ENGINEERS
PARROTT, ELY & HURT

LEXINGTON, KENTUCKY

SCALE: 1/2" = 1'-0"
DATE: Feb. 1984

ARMSTRONG MILL ROAD SEWER PROJECT

SUBMERSIBLE SEWAGE PUMP STATION DETAILS

11/13/84

SHEET NO. 6 OF 9

SECTION 00410 – BID FORM

ARMSTRONG MILL PUMP STATION REPLACEMENT (DELONG ROAD PUMP STATION)

**Division of Water Quality
Lexington-Fayette Urban County Government**

LFUCG Bid No. 63-2023

1.01 GENERAL

Place: Lexington, Kentucky

Date: Tuesday, June 20, 2023

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

This Bid Form Submitted by _____

(Name and Address of Bidder)

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

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

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

The Bidder, in compliance with your Advertisement for Bids for the **Armstrong Mill Pump Station Replacement (Delong Road Pump Station)**; Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions and any and all addendums surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within 480 calendar days to substantial completion and 510 calendar days to final completion. Bidder further agrees to pay liquidated damages, the sum of One Thousand Dollars and Zero Cents (\$1,000.00) for each consecutive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

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

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

1.02 LEGAL STATUS OF BIDDER

Bidder _____

Date _____

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

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

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

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

1.03 BIDDERS AFFIDAVIT

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

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

Further, Affiant sayeth naught.

Affiant Signature

STATE OF _____

COUNTY OF _____

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

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

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

1.04 BID SCHEDULE

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

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

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

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

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

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

The Bidder must indicate the base bid pipe material by circling the selected pipe material at the time of the submission of the Bid.

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

BID SCHEDULE

Item	Description	Qty	Unit	Unit Price	Item Price
1.	Mobilization	1	LS		
2.	Bonds and Insurance	1	LS		
3.	General Requirements	1	LS		
4.	Demobilization	1	LS		
5.	Erosion and Sediment Control and Conformance with SWPPP	1	LS		
6.	8-Inch Gravity Sewer Pipe, 6.1-Foot to 10.0-Foot depth (DI, PVC, FRPM, PCCP)	80	LF		
7.	18-Inch Gravity Sewer Pipe, 6.1-Foot to 10.0-Foot depth (DI, PVC, FRPM, PCCP)	1,120	LF		
8.	18-Inch Gravity Sewer Pipe, 10.01-Foot to 20.00-Foot depth (DI, PVC, FRPM, PCCP)	670	LF		
9.	14-Inch Force Main (DI, PVC, FRPM, PCCP), Including Fittings	1,800	LF		
10.	Cut into Existing Force Main, Including Inserting Valve, Plug Valve, Fittings, and Plug as Shown on the Plans, Complete	1	LS		
11.	Manhole Abandonment	1	EA		
12.	Demolition of Existing Armstrong Mill Station, Complete	1	LS		
13.	Standard Manhole, 5-Foot diameter (depth up to 6.0 Feet)	11	EA		
14.	Additional Manhole Depth, 5-Foot Diameter	38	VF		
15.	4-Foot Diameter Manhole	1	EA		
16.	Additional Manhole Depth for 4-Foot Manhole	2	VF		
17.	Reconnect Existing 18-Inch Gravity Sewer to New Manhole	1	EA		
18.	Cut and Cap Existing 18-Inch Sewer	1	EA		
19.	Video inspection of new sewer pipe	1,800	LF		
20.	Tree Protection	320	LF		
21.	Asphalt: Private Parking, Lots and Driveways	2,350	SY		
22.	Asphalt: Full Width Paving, Street	200	SY		
23.	Seeding, Temporary, Extra as directed by Engineer	3,200	SY		

Item	Description	Qty	Unit	Unit Price	Item Price
24.	Site Restoration, Method C	3,700	SY		
25.	Dense Graded Aggregate - DGA, Extra as directed by Engineer	20	Ton		
26.	No. 9 Crushed Stone, Extra as directed by Engineer	20	Ton		
27.	No. 57 Crushed Stone, Extra as directed by Engineer	20	Ton		
28.	No. 2 Crushed Stone, Extra as directed by Engineer	20	Ton		
29.	Bypass Pumping and Setup	1	LS		
30.	Pump Station Structure and Building, including Wetwell, Valve Vault, Control Building, Equipment, Valves, Piping, Electrical, Mechanical, Onsite Generator, Complete	1	LS		
31.	Pump Station Site Work, including Regrade, Fence, Storm Sewer Pipe and Structures, Fencing and Gates, Landscaping, Water Line, Complete	1	LS		
32.	Creek Crossing and Bank/Bed Restoration	2	EA		
33.	Maintenance of Traffic	1	LS		
34.	Allowance: Antenna Tower and Base	1	LS	\$40,000.00	\$40,000.00
35.	Allowance: Miscellaneous Site Improvements	1	LS	\$150,000.00	\$150,000.00
36.	Allowance: System Programming Services	1	LS	\$150,000.00	\$150,000.00
37.	Allowance: Electrical Services	1	LS	\$40,000.00	\$40,000.00
38.	Allowance: Kentucky American Water Company Connection	1	LS	\$25,000.00	\$25,000.00
39.	Allowance: Multivista Preconstruction Documentation	1	LS	\$7,500.00	\$7,500.00
TOTAL BID (Items 1 thru 39)					

TOTAL BID AMOUNT:

_____ Dollars (\$ _____)

ALTERNATIVE MANUFACTURER INFORMATION/ALTERNATIVE CONSTRUCTION METHODS				
	Equipment Item	Base Bid Manufacturer	Alternate Bid Manufacturer	Lump Sum Deduction
1.	Submersible Pumps	KSB		
2.	Check Valves	Golden Anderson Val-Matic		
3.	Plug Valves	Dezurik Val-Matic Clow		
4.	Combination Air Release Valve	ARI		
5.	Electromagnetic Flow Meter	Endress+Hauser Sparling Krohne		
6.	Access Hatches	Bilco Company Babcock-Davis Milcor		
7.	Slide Gates	Waco Whipps		
8.	Valve and Gate Actuators	Limitorque		
9.	Level Transmitters	MJK		
10.	SCADA PLCs	Allen Bradley ControlLogix		
11.	Automatic Transfer Switch	Russelectric		
12.	Motor Control Center	Allen Bradley Schneider (Square D)		
13.	VFD with Front End Filter	Allen Bradley Schneider (Square D)		
14.	Generator Set	Kohler Caterpillar Cummins/Onan MTU		
15.	Gas Detection System	Sierra Monitor Corporation		
16.	Division 17 Control Panels	ADGO		
17.	Comminutor Channel Grinder	JWC		
18.	Surge Relief Valve	Golden Anderson		
19.	Carbon Odor Control System	ECS		
20.	Blasting	XXXXXXXXXXXX	XXXXXXXXXXXX	

NOTES:

1. Where more than one Base Bid equipment manufacturer is listed above, the BIDDER has the option of including any of the listed manufacturers in the Base Bid. The BIDDER must indicate the Base Bid equipment included in the BID by circling the selected manufacturer at the time of the submission of the BID. The design has been completed using the first listed Base Bid equipment manufacturer. Should the BIDDER list the second or third Base Bid equipment or the OWNER select other Alternate Bid equipment, the BIDDER, at no additional cost to the OWNER, shall make any changes to structure, piping controls, electrical, instrumentation, architectural, mechanical, etc., that may be necessary to accommodate the equipment.
2. Space is provided within the above list for BIDDERS to offer lump sum deductions for alternate equipment not listed under the Base Bid equipment manufacturer. BIDDERS are not required to offer deductive alternates. However, should the BIDDER choose to offer for consideration to the OWNER, any alternate manufactures/products to those listed above, the BIDDER shall provide a detailed submittal of applicable items such as catalog cut sheets, pump curves, hydraulic calculations, specifications, wiring diagrams, P&IDs, technical literature, dimensional drawings, etc., or any other information requested by the OWNER. This submittal information shall be included with the BIDDER's bidding documents for proper evaluation by the OWNER. These submittal items shall be in addition to the submittal requirements listed in the respective technical specifications section of the equipment item or product hereinafter. Alternates will not be evaluated or prequalified prior to BID opening.
3. The best and lowest BIDDER will be determined based on the lowest Base Bid Contract Price. Bid Alternate equipment prices will **not** be used in determining the best and lowest BIDDER. After selection of the best and lowest BIDDER, the OWNER reserves the right to select any, all, or none of the proposed alternates offered by the selected BIDDER.

PIPE MATERIAL SELECTION	
Description	Materials of Construction Included in the Contractor's Bid Pricing
Force Main Pipe Material	Circle One: DI FRPM PVC PCCP
Force Main Fitting Material	Circle One: DI FRPM PCCP
Gravity Sewer Material	Circle One: DI FRPM PVC PCCP

Respectfully Submitted,

FIRM: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

DATE: _____

BY: _____

(must be original signature)

TITLE: _____

PHONE: _____ FAX: _____

(area code, number & extension)

EMAIL ADDRESS: _____

OFFICIAL ADDRESS AND PHONE:

_____ (Seal if Bid is by Corporation)

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

1.05 STATEMENT OF BIDDER'S QUALIFICATIONS

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

A. Name of Bidder: _____

B. Permanent Place of Business: _____

C. When Organized: _____

D. Where Incorporated: _____

E. Financial Condition:

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

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

_____ (Surety)

Signed: _____ (Representative of Surety)

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

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

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

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

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

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

J. MWDBE Participation on current bonded projects under contract:

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

(USE ADDITIONAL SHEETS IF NECESSARY)

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

1.06 LIST OF PROPOSED SUBCONTRACTORS

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

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

2. _____	Name: _____	_____	_____
	Address: _____		

3. _____	Name: _____	_____	_____
	Address: _____		

4. _____	Name: _____	_____	_____
	Address: _____		

5. _____	Name: _____	_____	_____
	Address: _____		

6. _____	Name: _____	_____	_____
	Address: _____		

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

1.08 STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

1.09 TUNNELING CONTRACTOR QUALIFICATIONS

Not applicable.

1.10 TUNNELING CONTRACTOR QUALIFICATIONS – EXPERIENCE

Not applicable.

1.11 EQUAL OPPORTUNITY AGREEMENT

The Law

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

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

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

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

Bidders

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

Signature

Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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



1.12 LFUCG MWDBE PARTICIPATION FORM

LFUCG Bid/RFP/Quote Reference No. _____

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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract

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.

Company

Company Representative

Date

Title



1.13 LFUCG MWDBE SUBSTITUTION FORM

LFUCG Bid/RFP/Quote Reference No. _____

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract

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

Company

Company Representative

Date

Title



1.14 MWDBE QUOTE SUMMARY FORM

LFUCG Bid/RFP/Quote Reference No. _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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)	DBE * AA HA AS NA Female	Veteran

*(DBE 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.

Company

Company Representative

Date

Title

1.15 LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

LFUCG Bid/RFP/Quote No. _____



The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From:	To:
Company Name:	Address:	
Federal Tax ID:	Contact Person:	

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the Contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

1.16 LFUCG STATEMENT OF GOOD FAITH EFFORTS

LFUCG Bid/RFP/Quote No. _____



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 MWDBEs and/or Veterans 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 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 of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.
- _____ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to 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.

Company

Company Representative

Date

Title

1.17 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of _____
(Name of Bidder)

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

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

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

1.18 WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared By: _____

Date: ____ / ____ / ____

1.19 EVIDENCE OF INSURABILITY

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

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

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

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

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

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

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

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

1.20 DEBARRED FIRMS

PROJECT NAME: Armstrong Mill Pump Station Replacement (Delong Road Pump Station)

LFUCG BID NO.: 63-2023

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

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

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

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

Name of Firm Submitting Bid

Signature of Authorized Official

Title

Date

1.21 DEBARMENT CERTIFICATION

All Contractors/Subcontractors shall complete this certification.

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

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

Firm Name: _____

Project: _____

Printed Name: _____

Title of Authorized Representative: _____

Signature: _____

Date: _____

1.22 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

1.23 BID BOND

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

as principal (the "Principal") and _____

hereinto called Surety, are held and firmly bound unto

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

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

WHEREAS, the Principal has submitted a bid for Armstrong Mill Pump Station Replacement (Delong Road Pump Station).

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

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

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

WITNESS / ATTEST:

Principal (Secretary)

Principal

By: _____ (seal)
Name:
Title:

Surety (Secretary)

Surety

By: _____ (seal)
Name:
Title:

POWER OF ATTORNEY

(Attach to Bid Bond)

END OF SECTION