

Shaping Our Community



Contract Documents and Specifications

**Project Name: Clays Mill Road Improvements,
Section 2C**

Bid No. 196-2014

Prepared by: CDP Engineers

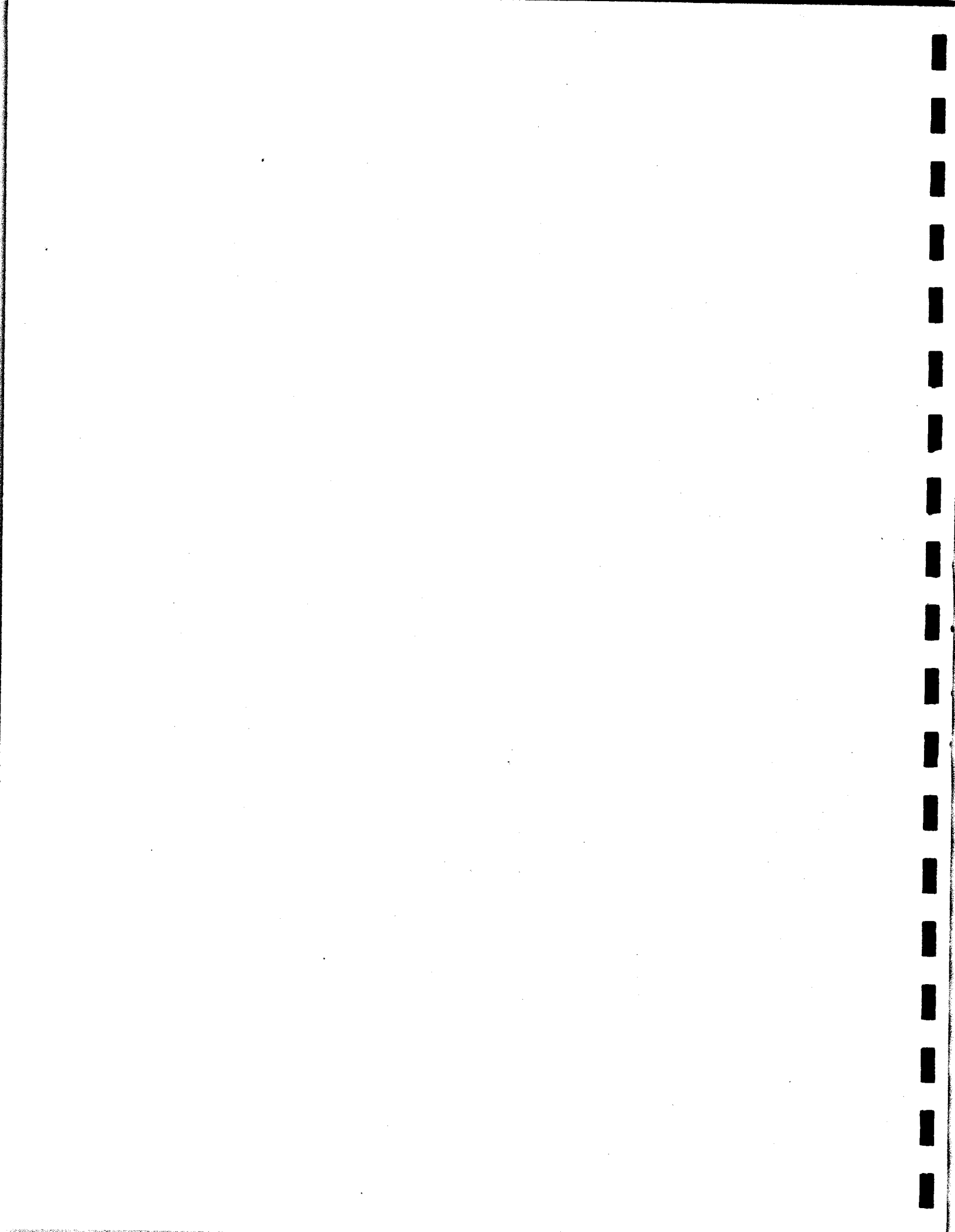


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CLAYS MILL ROAD IMPROVEMENTS, SECTION 2C

BID NO. 196-2014

(December 2014)

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PART 1
ADVERTISEMENT FOR BIDS

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ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) until 2:00 p.m., local time, December 23, 2014, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by and for Lexington-Fayette Urban County Government, Division of Engineering. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

Bids will only be accepted from plan holders who have purchased plans from Lynn Imaging and are subsequently registered as "official plan holders". Contractors shall be prequalified by the Transportation Cabinet in either "Grade and Drain" or "Asphalt Paving". The Contractor's "Certificate of Eligibility" shall be included in bid submittals. All subcontractors (including DBE's) shall be prequalified by the Transportation Cabinet in their area(s) of work to be performed unless no prequalification category exists. Except as otherwise indicated on the Plans, and in the Contract Documents and Specifications, all items of Work including materials, construction methods, method of measurement and basis of payment shall comply with the current edition of the *Kentucky Department of Highways (KDOH) Standard Specifications for Road and Bridge Construction, 2012 Edition* and all current revisions.

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-8, Part III, Form of Proposal, of this document, for the **Clays Mill Road Improvements, Section 2C Project**, Lexington-Fayette County, Kentucky.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents may be obtained from the official bid document distributor, LYNN IMAGING, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 or (www.lynnimaging.com) and click on plan room for a non-refundable price of reproduction for each full set of plans and documents.

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

LFUCG

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

Builders Exchange
1035 Strader Drive, Ste 100
Lexington, Kentucky, 40505

LFUCG

Division of Engineering
101 East Vine Street, Suite 400
Lexington, Kentucky 40507

McGraw-Hill Co./F. W. Dodge
2321 Fortune Drive, Ste 112-A
Lexington, Kentucky 40509

4. **METHOD OF RECEIVING BIDS**

Bids will be received from Prime Contracting firms on a **Line Item Unit Price Basis** for total Project. The Bidder must include a price for all bid items to be considered. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Instruction to Bidders and Special Conditions.

Sealed bids shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and the Project Name. Bids are to remain sealed until official Bid closure time.

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

5. **METHOD OF AWARD**

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

6. **BID WITHDRAWAL**

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

7. **BID SECURITY**

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

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids to the Lexington-Fayette Urban County Government, Division of Purchasing, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. Bids shall be submitted in a sealed envelope not later than 2:00 p.m. local time, December 23, 2014. Sealed proposals shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number 196-2014, and Clays Mill Road Improvements, Section 2C Project to be opened at 2:00 p.m. local time December 23, 2014. Bids are to remain sealed until official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

9. RIGHT TO REJECT

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

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

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

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

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

All submissions should be directed to:

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

11. NOTICE CONCERNING MWDDBE GOAL

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

The Lexington-Fayette Urban County Government has set a goal that not less than seven percent (7%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

12. PRE-BID MEETING

A non-mandatory pre-bid meeting will be held at 1:00 PM local time on December 9, 2014 at 200 East Main Street, 3rd Floor, Lexington, KY 40508.

END OF SECTION

PART II
INFORMATION FOR BIDDERS

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PART II

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

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

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

2. PREPARATION OF BID

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

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the OWNER. All proposed subcontractors must be identified on the Form of Proposal. Prior to the award of Contract, the OWNER or the OWNER'S representative will advise the CONTRACTOR of the acceptance and approval thereof or of any action necessary to be taken. Should any Subcontractor be rejected by the OWNER, the

CONTRACTOR shall present a new name and/or firm to the OWNER at no change in the Contract Price.

4. QUALIFICATION OF BIDDER

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

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

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

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered and in good standing with the requirements and provisions of the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Good standing with Public Works Act - any CONTRACTOR and/or subcontractors in violation of any wage or work act provisions (KRS 337.510 to KRS 337.550) are prohibited by Statutory Act (KRS 337.990) from bidding on or working on any and all public works contracts, either in their name or in the name of any other company, firm or other entity in which he might be interested. No bid from a prime contractor in violation of the Act can be considered, nor will any subcontractor in violation of the Act be approved and/or accepted. The responsibility for the qualifications of the subcontractor is solely that of the prime contractor.

- D. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.
- E. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) a current detailed financial statement for a period including up to 3 prior years; (2) financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

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

5. BID SECURITY

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

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay **\$2,400.00** per day as liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph 8; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey

understanding of all terms and conditions for performance and furnishing of the Work.

9. ADDENDA AND INTERPRETATIONS

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

10. SECURITY FOR FAITHFUL PERFORMANCE

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

11. POWER OF ATTORNEY

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

12. TAXES AND WORKMEN'S COMPENSATION

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

13. LAWS AND REGULATIONS

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

14. EROSION AND SEDIMENT CONTROL AND PERMITS

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

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

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

16. AFFIRMATIVE ACTION PLAN

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

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

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

All submissions should be directed to:

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

17. CONTRACT TIME

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

18. SUBSTITUTE OR "OR-EQUAL" ITEMS

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

19. ALTERNATE BIDS

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

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

Any Bidder who submits a bid incorporating two (2) or more prices for an item or groups of items (unless such method of pricing is requested in the Invitation for

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

20. SIGNING OF AGREEMENT

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

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

A. Outreach for MWDBE(s)

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

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

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

B. Bid Bond Assistance for MWDBE(s)

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

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

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

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

D. MWDBE Subcontractors

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

For a list of eligible subcontractors, please contact:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

22. LFUCG NON-APPROPRIATION CLAUSE

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

23. EXCLUDED PARTIES LIST SYSTEM (EPLS/SAM)

Prior to project being awarded, LFUCG will verify that the contractor is not listed on an "Excluded Parties List System" (suspended or debarred), as identified within the "SAM" site at <http://www.sam.gov>.

The EPLS is an electronic, web-based system that identifies those parties excluded from receiving Federal contracts, certain subcontracts and certain types of Federal financial and non-financial assistance and benefits. The EPLS keeps its user community aware of administrative and statutory exclusions across the entire government, and individual barred firm entering the United States. The user is able to search, view, and download both current and archived exclusions.

EPLS access is available from any personal computer with Internet connectivity and a minimum web browser of Netscape 4.04 Internet Explorer 4.04 or Internet Explorer 4.0 at <http://www.sam.gov>.

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

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 J Smith Lanier & Co-Lexington Powell-Walton-Milward P O Box 2030 Lexington, KY 40588	CONTACT NAME: Andrea Lingenfelter PHONE (A/C, No, Ext): 800 796-3567 E-MAIL ADDRESS: alingenfelter@pwm-jsl.com	FAX (A/C, No): 859 254-8020													
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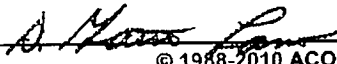
INSURED Lexington Quarry Company
c/o The Allen Company
3009 Atkinson Avenue, Suite 300
Lexington, KY 40509

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:\$5,000 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			DTC0962J2441	03/01/2015	03/01/2016	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$		
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	\$																						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			DT810962J2441	03/01/2015	03/01/2016	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$						
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	\$																						
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>			BE058404822	03/01/2015	03/01/2016	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$10,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000		\$										
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	375147	03/01/2015	03/01/2016	<table border="1"> <tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td></td><td><input type="checkbox"/> OTH-ER</td><td></td></tr> <tr><td>E L EACH ACCIDENT</td><td>\$1,000,000</td><td></td><td></td></tr> <tr><td>E L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td><td></td><td></td></tr> <tr><td>E L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td><td></td><td></td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		<input type="checkbox"/> OTH-ER		E L EACH ACCIDENT	\$1,000,000			E L. DISEASE - EA EMPLOYEE	\$1,000,000			E L. DISEASE - POLICY LIMIT	\$1,000,000		
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E L. DISEASE - POLICY LIMIT	\$1,000,000																						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 REF: Project: Southland Drive Bike Lanes
 Certificate Holder is named as Additional Insured as per written contract with respects to the Auto Liability and General Liability policies described above and subject to provisions and limitations of the policy.
 The General Liability coverage is on a primary basis.
 Coverage provides a 30 Day Notice of Cancellation.

CERTIFICATE HOLDER LFUCG Office of the Director of Purchasing 200 East Main Street, 3rd Floor Lexington, KY 40502	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 



PART III

FORM OF PROPOSAL

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18. CERTIFICATION OF PERFORMANCE

19. CERTIFICATION OF ORGANIZATION(S)

20. CERTIFICATION OF BID PROPOSAL / DBE

21. NON-COLLUSION CERTIFICATION
22. PROVISIONS RELATIVE TO SENATE BILL 258 (1994)
23. EXECUTIVE BRANCH CODE OF ETHICS
24. KYTC DBE PROVISIONS

PART III

Invitation to Bid No. 196-2014

Clays Mill Road Improvements, Section 2C Project

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: _____

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

This Proposal Submitted by THE ALLEN COMPANY, INC

3009 ATKINSON AVE. STE 300 LEXINGTON, KY 40509

(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for **Clays Mill Road Improvements, Section 2C Project** 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 270 calendar days. BIDDER

further agrees to pay liquidated damages, the sum of \$2,400.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 12-15-14

Addendum No. 2 Date 12-16-14

Addendum No. 3 Date 12-19-14

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 THE ALLEN COMPANY, INC.

Date _____

* 1. A corporation duly organized and doing business under the laws of the State of DELAWARE, for whom JASON B. GABBARD, bearing the official title of VICE 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)

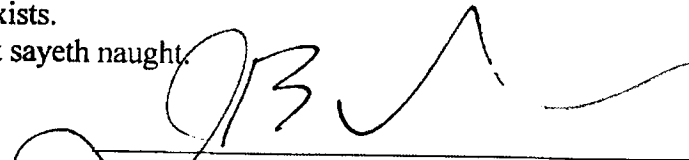
*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. BIDDERS AFFIDAVIT

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

1. His/her name is JASON B. GABBARD and he/she is the individual submitting the bid or is the authorized representative of THE ALLEN COMPANY, INC., 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.



(Affiant) VP

STATE OF

KENTUCKY

COUNTY OF

FAYETTE

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

Jason B. Gabbard on this the 10 day of December
2014.

My Commission expires: 12-21-2016

Ammanda Ventre
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 lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

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 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.

see attached

Clays Mill Road Improvements, Section 2C - Base Bid

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
1.	13,442	TN	DGA Base		
			Dollars	\$ _____	\$ _____
			Cents		
			Per Ton		
2.	3,930	TN	Leveling & Wedging		
			Dollars	\$ _____	\$ _____
			Cents		
			Per Ton		
3.	9,353	TN	Class 2 Asphalt Base, 0.75D PG64-22		
			Dollars	\$ _____	\$ _____
			Cents		
			Per Ton		
4.	3,365	TN	Class 2 Asphalt Surface, 0.38B PG64-22		
			Dollars	\$ _____	\$ _____
			Cents		
			Per Ton		
5.	10,622	LF	Standard Curb & Gutter		
			Dollars	\$ _____	\$ _____
			Cents		
			Per Linear Foot		
6.	800	LF	Header Curb		
			Dollars	\$ _____	\$ _____
			Cents		
			Per Linear Foot		
7.	16	SY	Standard Barrier Median Type 2		
			Dollars	\$ _____	\$ _____
			Cents		
			Per Square yard		
8.	18	SY	Standard Barrier Median Type 4		
			Dollars	\$ _____	\$ _____
			Cents		
			Per Square Yard		
9.	4,593	SY	Sidewalk - 4 1/2 inch Concrete		
			Dollars	\$ _____	\$ _____
			Cents		
			Per Square yard		

See attached

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
10.	29	EA	Sidewalk Ramps		
			Dollars	\$	\$
			Cents		
			Per Each		
11.	669	SY	Cement Concrete Ent Pavement - 8 in		
			Dollars	\$	\$
			Cents		
			Per Square Yard		
12.	11,454	CY	Roadway Excavation		
			Dollars	\$	\$
			Cents		
			Per Cubic Yard		
13.	1	LS	Clearing & Grubbing		
			Dollars	\$	\$
			Cents		
			Per Lump Sum		
14.	3,362	SY	Pavement Milling & Texturing		
			Dollars	\$	\$
			Cents		
			Per Square Yard		
15.	1	LS	Maintain and Control Traffic		
			Dollars	\$	\$
			Cents		
			Per Lump Sum		
16.	1	LS	Construction Staking		
			Dollars	\$	\$
			Cents		
			Per Lump Sum		
17.	500	TN	#2 Stone Base		
			Dollars	\$	\$
			Cents		
			Per Ton		
18.	1	LS	Raised Median - Wellington Way East		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		

See attached

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
19.	9486	LF	Edge Key (Longitudinal)		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
20.	420	LF	Edge Key (Transverse)		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
21.	248	SY	Remove Sidewalk		
			Dollars	\$	\$
			Cents		
			Per Square Yard		
22.	1090	SY	Remove Shared Use Path		
			Dollars	\$	\$
			Cents		
			Per Square Yard		
23.	52	CY	Safeloading		
			Dollars	\$	\$
			Cents		
			Per Cubic Yard		
24.	3,426	SF	Retaining Walls		
			Dollars	\$	\$
			Cents		
			Per Square Foot		
25.	394	LF	42" Steel Handrail w/Pickets		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
26.	2,435	LF	Storm Sewer Pipe - 15"		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
27.	1,057	LF	Storm Sewer Pipe - 18"		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		

see attached

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
28.	22	LF	Culvert Pipe – 18 inch Equiv		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
29.	828	LF	Storm Sewer Pipe – 24"		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
30.	263	LF	Storm Sewer Pipe – 30 inch		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
31.	49	LF	Storm Sewer Pipe – 30 inch Equiv		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
32.	554	LF	Storm Sewer Pipe – 36 inch		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
33.	84	LF	Storm Sewer Pipe – 36 inch Equiv.		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
34.	599	LF	Storm Sewer Pipe – 42 inch		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
35.	290	LF	Storm Sewer Pipe – 48 inch		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
36.	37	EA	Curb Box Inlet Type A (Length-10')		
			Dollars	\$	\$
			Cents		
			Per Each		

see attached

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
37.	2	EA	Curb Box Inlet Type A (Length-15')		
			Dollars	\$	\$
			Cents		
			Per Each		
38.	7	EA	Curb Box Inlet Type B		
			Dollars	\$	\$
			Cents		
			Per Each		
39.	3	EA	Curb Box Inlet Type A - Modified - 24" Pipe		
			Dollars	\$	\$
			Cents		
			Per Each		
40.	1	EA	Curb Box Inlet Type A Modified - Dbl 18" Equiv.		
			Dollars	\$	\$
			Cents		
			Per Each		
41.	2	EA	Curb Box Inlet Type A Modified - 36" Equiv.		
			Dollars	\$	\$
			Cents		
			Per Each		
42.	1	EA	Curb Box Inlet Type A Modified - 42 inch		
			Dollars	\$	\$
			Cents		
			Per Each		
43.	2	EA	Drop Box Inlet Type 13		
			Dollars	\$	\$
			Cents		
			Per Each		
44.	2	EA	Surface Inlet Type B		
			Dollars	\$	\$
			Cents		
			Per Each		
45.	3	EA	Manhole, Type A (4' diameter)		
			Dollars	\$	\$
			Cents		
			Per Each		

see attached

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
46.	1	EA	Manhole, Type A (5' diameter)		
			Dollars	\$	\$
			Cents		
			Per Each		
47.	2	EA	Manhole, Type A (6' diameter)		
			Dollars	\$	\$
			Cents		
			Per Each		
48.	1	EA	Manhole, Type B 3' x 3'		
			Dollars	\$	\$
			Cents		
			Per Each		
49.	1	EA	Manhole, Type B 3' x 6'		
			Dollars	\$	\$
			Cents		
			Per Each		
50.	1	EA	Manhole, Type B 5' x 5'		
			Dollars	\$	\$
			Cents		
			Per Each		
51.	1	EA	24" Sloped and Flared Concrete Headwall		
			Dollars	\$	\$
			Cents		
			Per Each		
52.	1	EA	42" Sloped and Flared Concrete Headwall		
			Dollars	\$	\$
			Cents		
			Per Each		
53.	1	EA	48" Sloped and Flared Concrete Headwall		
			Dollars	\$	\$
			Cents		
			Per Each		
54.	1	EA	WQU - Vortechs 2000		
			Dollars	\$	\$
			Cents		
			Per Each		

See attached

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
55.	1	EA	WQU - Vortechs 3000		
			Dollars	\$	\$
			Cents		
			Per Each		
56.	1	EA	WQU - Vortechs 9000		
			Dollars	\$	\$
			Cents		
			Per Each		
57.	14	LF	PVC Pipe - 12 inch		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
58.	14,000	LF	Pavement Striping, Temporary Paint - 4"		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
59.	24,000	LF	Pavement Striping, Permanent Paint - 4"		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
60.	1,482	LF	Pavement Marking, Therm. Cross Walk - 12"		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
61.	395	LF	Pavement Marking - Therm. Stop Bar 24"		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
62.	502	LF	Pavement Marking - 12" Yellow Cont. Line		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
63.	72	EA	Pavement Marking - Pre Therm. Curve Arrow		
			Dollars	\$	\$
			Cents		
			Per Each		

See attached

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
64.	3	EA	Pavement Marking – Pre Therm. Combo Arrow		
			Dollars	\$	\$
			Cents		
			Per Each		
65.	18	EA	Pavement Marking Thermo – Bike		
			Dollars	\$	\$
			Cents		
			Per Each		
66.	4	EA	Pavement Marking – Thermo School		
			Dollars	\$	\$
			Cents		
			Per Each		
67.	3	EA	Pavement Marking - Pre Therm. Merge Arrow		
			Dollars	\$	\$
			Cents		
			Per Each		
68.	500	EA	Pavement Marker TY IVA-BY Temp		
			Dollars	\$	\$
			Cents		
			Per Each		
69.	1	LS	Traffic Signals - Wellington Way		
			Dollars	\$	\$
			Cents		
			Per Lump Sum		
70.	1	LS	Signals Stone Road		
			Dollars	\$	\$
			Cents		
			Per Lump Sum		
71.	1	LS	Signals Overhead Flashers		
			Dollars	\$	\$
			Cents		
			Per Lump Sum		
72.	2	EA	Signals School Zone		
			Dollars	\$	\$
			Cents		
			Per Each		

see attached

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid	
73.	285	CY	Concrete Class A			
				Dollars	\$	\$
				Cents		
			Per Cubic Yard			
74.	71,428	LB	Steel Reinforcement			
				Dollars	\$	\$
				Cents		
			Per Pound			
75.	1	LS	Foundation Preparation (Structure Excavation Common)			
				Dollars	\$	\$
				Cents		
			Per Lump Sum			
76.	151	CY	Structure Excavation Solid Rock			
				Dollars	\$	\$
				Cents		
			Per Cubic Yard			
77.	200	TN	Cyclopean Stone -- Rip rap			
				Dollars	\$	\$
				Cents		
			Per Ton			
78.	1,384	SF	Stone Masonry Veneer			
				Dollars	\$	\$
				Cents		
			Per Square Foot			
79.	1	LS	Remove Existing Structure			
				Dollars	\$	\$
				Cents		
			Per Lump Sum			
80.	7,484	LF	PVC Pipe - 2 inch			
				Dollars	\$	\$
				Cents		
			Per Linear Foot			
81.	1,256	LF	Conduit - 2 inch (Steel)			
				Dollars	\$	\$
				Cents		
			Per Linear Foot			

See attached

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
82.	21	EA	Junction Box – Electrical		
			Dollars	\$	\$
			Cents		
			Per Each		
83.	10	EA	Junction Box – Fiber Optic		
			Dollars	\$	\$
			Cents		
			Per Each		
84.	3,845	LF	2" Conduit (Fiber Optic)		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
85.	2,250	LF	Temporary Silt Fence		
			Dollars	\$	\$
			Cents		
			Per Linear Foot		
86.	4	EA	Silt Trap Type B		
			Dollars	\$	\$
			Cents		
			Per Each		
87.	56	EA	Silt Trap Type C		
			Dollars	\$	\$
			Cents		
			Per Each		
88.	4,000	SY	Temporary Seeding and Protection		
			Dollars	\$	\$
			Cents		
			Per Square Yard		
89.	17,864	SY	Sodding		
			Dollars	\$	\$
			Cents		
			Per Square Yard		
90.	2	EA	Public Improvement Sign		
			Dollars	\$	\$
			Cents		
			Per Each		

See attached

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
91.	1	LS	Remove and Reset Signs _____ Dollars _____ Cents Per Lump Sum	\$	\$
92.	4	EA	"No Parking Bike Lane" Signs _____ Dollars _____ Cents Per Each	\$	\$
93.	7	EA	Adjust Manhole Frame to Grade _____ Dollars _____ Cents Per Each	\$	\$
94.	77	LF	Remove & Reset Fence _____ Dollars _____ Cents Per Linear Foot	\$	\$
95.	77	LF	Temporary Fence _____ Dollars _____ Cents Per Linear Foot	\$	\$
96.	1	LS	Concrete Stairs and Handrail _____ Dollars _____ Cents Per Lump Sum	\$	\$
97.	52	EA	Trees - Ornamental _____ Dollars _____ Cents Per Each	\$	\$
98.	103	EA	Trees - Shade _____ Dollars _____ Cents Per Each	\$	\$
99.	1	LS	Bonds (Performance & Payment) _____ Dollars _____ Cents Per Lump Sum	\$	\$

See attached

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
100.	1	LS	Mobilization (3% maximum)		
			Dollars	\$	\$
			Cents		
			Per Lump Sum		
101.	1	LS	Demobilization (1 1/2% minimum)		
			Dollars	\$	\$
			Cents		
			Per Lump Sum		

TOTAL OF ALL BID PRICES FOR Clays Mill Road Improvements, Section 2C Project - Base Bid (Items 1 through 101) in words and figures. In case of discrepancy, the amount shown in words will govern.

_____ (\$ _____).

Submitted by:

The Allen Company, Inc.
Firm

3009 Atkinson Ave, Ste 300
Address

Lexington, KY 40509
City, State & Zip

Bid must be signed:
(original signature)
- Title

W R Beam
Signature of Authorized Company Representative

W. R. Beam, Jr. Secretary - Treasurer
Representative/s Name (Typed or Printed)

(859) 543-3361
Area Code - Phone - Extension

(859) 543-3362
Fax #

see attached

mandie_vanwormer@the.allen.com
E-Mail Address

OFFICIAL ADDRESS:

The Allen Company, Inc.

3009 Atkinson Ave., Ste. 300

Lexington, KY 40509

_____ (Seal if Bid is by Corporation)

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

Bid Schedule

County: Fayette
 Project No. P-523
 Road Name Clays Mill Road Improvements Section 2C
 From To Keithshire Way to Waco Drive
 Net Length 4,255 feet

ITEM NO.	DESCRIPTION	UNIT	QTY	Unit Price	Total Amount Bid
1	DGA Base	TN	13,442	\$15.85	\$213,055.70
2	Leveling & Wedging	TN	3,930	\$77.05	\$302,806.50
3	Class 2 Asphalt Base, 0.75D PG64-22	TN	9,353	\$73.50	\$687,445.50
4	Class 2 Asphalt Surface, 0.38B PG64-22	TN	3,365	\$85.10	\$286,361.50
5	Standard Curb & Gutter	LF	10,622	\$15.80	\$167,827.60
6	Header Curb	LF	800	\$18.35	\$14,680.00
7	Standard Barrier Median Type 2	SY	16	\$80.00	\$1,280.00
8	Standard Barrier Median Type 4	SY	18	\$80.00	\$1,440.00
9	Sidewalk - 4 1/2 inch Concrete	SY	4,593	\$40.90	\$187,853.70
10	Sidewalk Ramps	EA	29	\$460.00	\$13,340.00
11	Cement Concrete Ent Pavement - 8 in	SY	669	\$67.00	\$44,823.00
12	Roadway Excavation	CY	11,454	\$13.40	\$153,483.60
13	Clearing & Grubbing	LS	1	\$24,450.00	\$24,450.00
14	Pavement Milling & Texturing	SY	3,362	\$4.70	\$15,801.40
15	Maintain and Control Traffic	LS	1	\$51,400.00	\$51,400.00
16	Construction Staking	LS	1	\$17,000.00	\$17,000.00
17	#2 Stone Base	TN	500	\$26.40	\$13,200.00
18	Raised Median - Wellington Way East	LS	1	\$2,960.00	\$2,960.00
19	Edge Key (Longitudinal)	LF	9486	\$2.40	\$22,766.40
20	Edge Key (Transverse)	LF	420	\$0.01	\$4.20
21	Remove Sidewalk	SY	248	\$12.00	\$2,976.00
22	Remove Shared Use Path	SY	1090	\$3.50	\$3,815.00
23	Safeloading	CY	52	\$135.00	\$7,020.00
24	Retaining Walls	SF	3,426	\$38.65	\$132,414.90
25	42" Steel Handrail w/Pickets	LF	394	\$78.00	\$30,732.00
26	Storm Sewer Pipe - 15"	LF	2,435	\$38.50	\$93,747.50
27	Storm Sewer Pipe - 18"	LF	1,057	\$43.50	\$45,979.50
28	Culvert Pipe - 18 inch Equiv	LF	22	\$108.00	\$2,376.00
29	Storm Sewer Pipe - 24"	LF	828	\$50.50	\$41,814.00
30	Storm Sewer Pipe - 30 inch	LF	263	\$69.00	\$18,147.00
31	Storm Sewer Pipe - 30 inch Equiv	LF	49	\$127.00	\$6,223.00
32	Storm Sewer Pipe - 36 inch	LF	554	\$80.00	\$44,320.00
33	Storm Sewer Pipe - 36 inch Equiv.	LF	84	\$132.00	\$11,088.00
34	Storm Sewer Pipe - 42 inch	LF	599	\$84.00	\$50,316.00
35	Storm Sewer Pipe - 48 inch	LF	290	\$92.50	\$26,825.00
36	Curb Box Inlet Type A (Length-10')	EA	37	\$4,375.00	\$161,875.00
37	Curb Box Inlet Type A (Length-15')	EA	2	\$5,500.00	\$11,000.00
38	Curb Box Inlet Type B	EA	7	\$4,475.00	\$31,325.00
39	Curb Box Inlet Type A - Modified - 24" Pipe	EA	3	\$5,815.00	\$17,445.00
40	Curb Box Inlet Type A Modified - Dbl 18" Equiv.	EA	1	\$6,010.00	\$6,010.00
41	Curb Box Inlet Type A Modified - 36" Equiv.	EA	2	\$6,010.00	\$12,020.00
42	Curb Box Inlet Type A Modified - 42 inch	EA	1	\$6,010.00	\$6,010.00
43	Drop Box Inlet Type 13	EA	2	\$4,735.00	\$9,470.00
44	Surface Inlet Type B	EA	2	\$2,685.00	\$5,370.00
45	Manhole, Type A (4' diameter)	EA	3	\$2,150.00	\$6,450.00
46	Manhole, Type A (5' diameter)	EA	1	\$3,590.00	\$3,590.00
47	Manhole, Type A (6' diameter)	EA	2	\$5,030.00	\$10,060.00
48	Manhole, Type B 3' x 3'	EA	1	\$2,700.00	\$2,700.00
49	Manhole, Type B 3' x 6'	EA	1	\$5,460.00	\$5,460.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Unit Price	Total Amount Bid
50	Manhole, Type B 5' x 5'	EA	1	\$6,205.00	\$6,205.00
51	24" Sloped and Flared Concrete Headwall	EA	1	\$1,830.00	\$1,830.00
52	42" Sloped and Flared Concrete Headwall	EA	1	\$3,175.00	\$3,175.00
53	48" Sloped and Flared Concrete Headwall	EA	1	\$3,860.00	\$3,860.00
54	WQU - Vortechs 2000	EA	1	\$25,630.00	\$25,630.00
55	WQU - Vortechs 3000	EA	1	\$28,445.00	\$28,445.00
56	WQU - Vortechs 9000	EA	1	\$42,740.00	\$42,740.00
57	PVC Pipe - 12 inch	LF	14	\$52.00	\$728.00
58	Pavement Striping, Temporary Paint - 4"	LF	14,000	\$0.30	\$4,200.00
59	Pavement Striping, Permanent Paint - 4"	LF	24,000	\$0.30	\$7,200.00
60	Pavement Marking, Therm. Cross Walk - 12"	LF	1,482	\$3.57	\$5,290.74
61	Pavement Marking - Therm. Stop Bar 24"	LF	395	\$7.14	\$2,820.30
62	Pavement Marking - 12" Yellow Cont. Line	LF	502	\$0.92	\$461.84
63	Pavement Marking - Pre Therm. Curve Arrow	EA	72	\$71.40	\$5,140.80
64	Pavement Marking - Pre Therm. Combo Arrow	EA	3	\$112.20	\$336.60
65	Pavement Marking Thermo - Bike	EA	18	\$153.00	\$2,754.00
66	Pavement Marking - Thermo School	EA	4	\$406.98	\$1,627.92
67	Pavement Marking - Pre Therm. Merge Arrow	EA	3	\$357.00	\$1,071.00
68	Pavement Marker TY IVA-BY Temp	EA	500	\$5.10	\$2,550.00
69	Traffic Signals - Wellington Way	LS	1	\$169,455.00	\$169,455.00
70	Signals Stone Road	LS	1	\$102,485.00	\$102,485.00
71	Signals Overhead Flashers	LS	1	\$15,969.70	\$15,969.70
72	Signals School Zone	EA	2	\$7,469.70	\$14,939.40
73	Concrete Class A	CY	285	\$600.00	\$171,000.00
74	Steel Reinforcement	LB	71,428	\$1.20	\$85,713.60
75	Foundation Preparation (Structure Excavation Common)	LS	1	\$22,900.00	\$22,900.00
76	Structure Excavation Solid Rock	CY	151	\$86.50	\$13,061.50
77	Cyclopean Stone - Rip rap	TN	200	\$43.50	\$8,700.00
78	Stone Masonry Veneer	SF	1,384	\$20.00	\$27,680.00
79	Remove Existing Structure	LS	1	\$9,000.00	\$9,000.00
80	PVC Pipe - 2 inch	LF	7,484	\$9.79	\$73,268.36
81	Conduit - 2 inch (Steel)	LF	1,256	\$25.76	\$32,354.56
82	Junction Box - Electrical	EA	21	\$875.76	\$18,390.96
83	Junction Box - Fiber Optic	EA	10	\$875.76	\$8,757.60
84	2" Conduit (Fiber Optic)	LF	3,845	\$9.79	\$37,642.55
85	Temporary Silt Fence	LF	2,250	\$2.95	\$6,637.50
86	Silt Trap Type B	EA	4	\$150.00	\$600.00
87	Silt Trap Type C	EA	56	\$230.00	\$12,880.00
88	Temporary Seeding and Protection	SY	4,000	\$0.26	\$1,040.00
89	Sodding	SY	17,864	\$4.28	\$76,457.92
90	Public Improvement Sign	EA	2	\$895.00	\$1,790.00
91	Remove and Reset Signs	LS	1	\$9,759.36	\$9,759.36
92	"No Parking Bike Lane" Signs	EA	4	\$171.36	\$685.44
93	Adjust Manhole Frame to Grade	EA	7	\$600.00	\$4,200.00
94	Remove & Reset Fence	LF	77	\$36.82	\$2,835.14
95	Temporary Fence	LF	77	\$9.08	\$699.16
96	Concrete Stairs and Handrail	LS	1	\$4,300.00	\$4,300.00
97	Trees - Ornamental	EA	52	\$344.96	\$17,937.92
98	Trees - Shade	EA	103	\$437.68	\$45,081.04
99	Bonds (Performance & Payment)	LS	1	\$5,000.00	\$5,000.00
100	Mobilization (3% maximum)	LS	1	\$49,265.00	\$49,265.00
101	Demobilization (1 1/2% minimum)	LS	1	\$62,640.00	\$62,640.00
	Total				\$4,287,750.91

TOTAL OF ALL BID PRICES FOR Clays Mill Road Improvements Section 2C Project (Items 1 through 101) in figures.

Four million Two hundred Eighty Seven Thousand
Seven hundred Fifty Dollars (\$ 4,287,750.91).
and Ninety Nine cents

Submitted by:

The Allen Company, Inc.
Firm

3009 Atkinson Ave., Ste. 300
Address

Lexington, KY 40509
City, State & Zip

Bid must be signed:
(original signature)

WR Beam
Signature of Authorized Company Representative - Title

W. R. Beam, Jr. Secretary-Treasurer
Representative/s Name (Typed or Printed)

(859) 543-3361
Area Code - Phone - Extension

(859) 543-3362
Fax #

Vincent_lemieux@the.allen.com
E-Mail Address

OFFICIAL ADDRESS:

The Allen Company, Inc.

3009 Atkinson Ave., Ste. 300

Lexington, KY 40509

(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: The Allen Company, Inc.
- 2. Permanent Place of Business: 3009 Atkinson Ave, Ste. 300, Lexington, KY 40509
- 3. When Organized: 1939
- 4. Where Incorporated: Delaware
- 5. Construction Plant and Equipment Available for this Project:
Please see attached.

(Attach Separate Sheet If Necessary)

- 6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.
- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:
Hartford Fire Insurance Company (Surety)
Signed: Kim Watson (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>
Please see attached		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Please see attached		

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>
Please see attached.		

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>
<u>Big Meadow Oil Co.</u>	<u>U.S. 60 Clark Co.</u> <u>Road Reconstruct</u>	<u>✓</u>	<u>2.5%</u>
<u>KOPS, INC.</u>	<u>U.S. 60 Clark Co.</u> <u>Road Reconst</u>	<u>✓</u>	<u>0.42%</u>
<u>Spartan Const.</u>	<u>U.S. 60 Clark Co.</u> <u>Road Reconst</u>	<u>✓</u>	<u>0.11%</u>
<u>Big Meadow Oil Co.</u>	<u>Madison Co.</u> <u>I-75 Rehab</u>	<u>✓</u>	<u>4.0%</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(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>	% of Work
✓ 1. <u>Arrow ET</u> <u>ELECTRIC SIGNALS</u>	Name: <u>Arrow Electric</u> Address: <u>Lexington Ky</u>	<u>NO</u>	<u>11.6%</u>
✓ 2. <u>Fence - Seed - Sod - Signs</u> <u>Landscaping</u>	Name: <u>Burns - Clark Const.</u> Address: <u>Mt. Sterling, Ky.</u>	<u>NO</u>	<u>3.5%</u>
✓ 3. <u>Striping</u>	Name: <u>Central Seal Co.</u> Address: <u>Ranville Ky</u>	<u>NO</u>	<u>0.8%</u>
✓ 4. <u>Foster Supply</u> <u>Retaining walls</u>	Name: <u>Foster Supply</u> Address: <u>Harrodsburg Ky</u>	<u>NO</u>	<u>2.8%</u>
5. <u>Rail</u>	Name: <u>Bo Hams Engineering</u> Address: <u>Frankfort Ky</u>	<u>NO.</u>	<u>0.7%</u>
✓ 6. <u>Curb</u>	Name: <u>Fox Enterprises</u> Address: <u>Richmond Ky</u>	<u>NO</u>	<u>4.7%</u>
✓ 7. <u>Furnish Asphalt Cement</u> <u>+ Fuel</u>	Name: <u>Big Manow Oil</u> Address: <u>Wasson, Ky</u>	<u>YES</u>	<u>7.0%</u>

(Attach additional sheet(s) if necessary.)

CERTIFICATE NO.

A 2014
00305



Certificate of Eligibility

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

This Certifies that ARROW ELECTRIC COMPANY INC
P O BOX 36215
LOUISVILLE KY 40233-6215

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$10,348,446 . This certificate which expires May 31, 2015 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

- F SIGNS
- 130 TRAFFIC SIGNALS
- 196 DRILLED SHAFTS
- G LIGHTING
- 144 INTEGRATED TRAFFIC MANAGEMENT SYSTEMS
- 119 INSTALLATION OF ROADWAY SENSORS AND COUNTERS

DATE ISSUED: September 30, 2014

BY

for STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS



Certificate of Eligibility

TC 14 - 2
Rev. 2/05

CERTIFICATE NO.

B 2014
03357

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
BOURNE-CLARK CONSTRUCTION LLC
2070 WINCHESTER ROAD
MOUNT STERLING KY 40353

This Certifies that

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$700,000. This certificate which expires December 31, 2014 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

F SIGNS

105 FENCING

112 SIDEWALK

114 PAVED DITCH

104 GUARD RAILS

106 SEEDING AND SODDING

113 ENTRANCE PAVEMENT

DATE ISSUED:

April 15, 2014

BY

STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS

Vince Lemieux

From: Tommy <tthompson@bottomseng.com>
Sent: Tuesday, December 23, 2014 7:22 AM
To: Vince Lemieux
Cc: 'Jennifer'
Subject: RE: Clays Mill Road Improvements Section 2C, L.F.U.C.G. PROJECT BIDDING 12/23/14

Vince,

We are approved as a non-prequalified specialty contractor on KYDOT projects.

T

Thomas G. Thompson



955 Chenault Road
Frankfort, Kentucky 40601
Phone 800 778-2201
Fax 502 695-2201

tthompson@bottomseng.com
www.bottomsengineering.com

From: Vince Lemieux [mailto:vincent_lemieux@theallen.com]
Sent: Monday, December 22, 2014 9:18 PM
To: Vince Lemieux
Subject: Clays Mill Road Improvements Section 2C, L.F.U.C.G. PROJECT BIDDING 12/23/14

To all subcontractors,

Please forward your Ky. Transportation Cabinet Prequalification Certificate first thing tomorrow morning. Thank you.

A. Vincent Lemieux
Senior Project Engineer
The Allen Company, Inc.
(859) 543-3361 office
(859) 771-2575 cell

 This email is free from viruses and malware because avast! Antivirus protection is active.

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS

MEMO TO: Baker, Kelly A., P.E.

Chief District Engineer

(District -07)

SUBJECT: 121GR14D091-NHPP & JL04

Cont ID: 141291

FAYETTE

Subcontract No 0000004E

BOTTOMS ENGINEERING & SERVICE, INC

The Department of Highways records indicate the proposed subcontractor is a currently approved qualified contractor with the Department. Further, it has been determined that the total amount proposed for subcontracting to date is less than 70% of the total amount of original contract; therefore, it meets the approval of the Department of Highways for L-M ASPHALT PARTNERS LTD D/B/A ATS CONSTRUCTION to subcontract the listed items of work to BOTTOMS ENGINEERING & SERVICE, INC.

This approval is given with the definite understanding that all conditions relating to the Specifications, plans, proposal and instructions governing this contract are to be fully complied with by the subcontractor; further, the prime contractor's responsibility is in no way relieved or diminished as a result of this approval. Also, the prime contractor or a representative of his basic organization as general superintendent shall be on the project at all times when construction is in progress to receive and carry out such instructions as the Engineer may give.

This approval is contingent upon the subcontractor fully complying with the keeping in Kentucky, until released by the Department of Highways, completed and accurate records not limited to, but including, a certificate indicating current public liability insurance for the subcontractor, daily time books, payrolls, cancelled checks, invoices, etc., readily available for inspection by representatives of the Kentucky Department of Highways at any reasonable time.

Further, the prime contractor is to submit or require the above subcontractor to submit for ALL FEDERAL PROJECTS the following forms:

Certified Transcript of Weekly Payroll and Form WH 347 must accompany each weekly payroll.

A copy of this letter is being sent to the prime contractor and subcontractor in order that they may be familiar with the requirements to be met by an approved subcontractor.



Approval Date- 12/15/2014

Total Value of Subcontract- \$47,705.00

For Ryan Griffith, P.E.,
Director, Division of Construction

cc:

Prime Contractor: L-M ASPHALT PARTNERS LTD D/B/A ATS CONSTRUCTION

Parent: CENTRAL BRIDGE COMPANY LLC

Subcontractor: BOTTOMS ENGINEERING & SERVICE, INC

Resident Engineer : Heard, Catherine B. LEXINGTON (07300)

Division of Construction Procurement: Ryan Griffith, P.E.

Ofc. of Civil Rights & Small Business Development: Melvin Bynes

Kentucky Association of Highway Contractors

Division of Unemployment Insurance
Plantmix Industry of Ky., Inc.

FHWA



Certificate of Eligibility

TC 14 - 2
Rev 2/05

CERTIFICATE NO.

A 2014
00370

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

This Certifies that CENTRAL SEAL COMPANY
P O BOX 490 521 ENSSLIN DRIVE
DANVILLE KY 40422

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$40,427,436. This certificate which expires December 31, 2014 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

A GRADE AND DRAIN
127 DEMOLITION
132 PAVEMENT MARKERS

F SIGNS
131 PAVEMENT STRIPING

DATE ISSUED:

April 15, 2014

BY

STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS



Certificate of Eligibility

TC 14 - 2
Rev. 2/05

CERTIFICATE NO.

B 2014
03496

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

This Certifies that R P FOSTER INC
P O BOX 488
SCOTT DEPOT WV 25560

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$500,000. This certificate which expires December 31, 2014 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

101 CLEARING AND GRUBBING
116 RETAINING WALLS

112 SIDEWALK
149 DECORATIVE PAVERS

DATE ISSUED:

May 23, 2014

BY

STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS



Certificate of Eligibility

CERTIFICATE NO.

B 2013
02734

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

This Certifies that **FOX ENTERPRISES INC**
P.O. BOX 1718
RICHMOND KY 40476

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of **\$900,000**. This certificate which expires December 31, 2013 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

II1 CURB AND GUTTER
 II3 ENTRANCE PAVEMENT

II2 SIDEWALK
 II4 PAVED DITCH

DATE ISSUED:

May 20, 2013

BY

STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS

Steven L. Winkler
Governor

Mike M. Hampton, P.M.
Secretary
Kentucky Transportation Cabinet

COMMONWEALTH OF KENTUCKY



Transportation Cabinet
certifies that

BIO-MEADOW OIL, INC.

219 Industrial Drive Glasgow, KY 40301

*has met all eligibility requirements
to participate in the
Disadvantaged Business Enterprise Program*

THIS CERTIFICATE IS VALID THROUGH TO 12/31/2015 AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PROGRAM

January 30, 2015

Renewal Date

D.B. Egilson
Officer



7. **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established a 7% 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 (7%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-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 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 and operated 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 and operated by one or more Non-Minority Females.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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 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.**

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 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 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 of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms 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 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 to determine their level of interest.
- j. Provided the interested MWBDE firm 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 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
- l. 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.
- m. 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.
- 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. 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

p. Made efforts to expand the search for MWBE firms 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 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.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

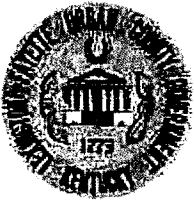
"A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises..."

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

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

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 in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sha.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 196-2014

The MWDBE 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
1. Big Meadow Oil Company, Inc 269 Industrial Dr. Glasgowky 42141	Supply Liquid Asphalt and partially Fuel	300,150 ⁰⁰	79%
2.			
3.			
4.			

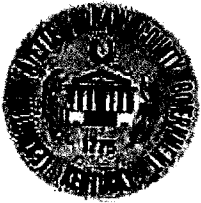
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

The Allen Company, Inc
Company

WR Beam
Company Representative

12/22/2014
Date

SECRETARY - TREASURER
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 196-2014

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A at bid					
2.					
3.					
4.					

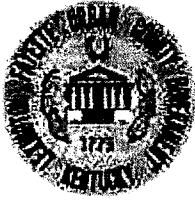
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

The Allen Company, Inc
Company

12/22/2014
Date

WR Belmont
Company Representative

SECRETARY - TREASURER
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 196-2014

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

Company Name <i>The Allen Company, Inc.</i>	Contact Person <i>D. VINCENT Lemieux</i>
Address/Phone/Email	Bid Package / Bid Date <i>12-23-14</i>

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
<i>To be supplied if requested within 10 days of bid</i>							

(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.

The Allen Company, Inc
Company

WR Beauf
Company Representative

12/22/2014
Date

SECRETARY - TREASURER
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a ^{7%} 10% goal plan adopted by city council to increase the participation of minority and women 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.

Bid/RFP/Quote # 196-2014
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
<i>To be supplied upon contract award</i>							

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.

The Allen Company, Inc
Company
12/22/2014
Date

WR Beauf
Company Representative
SECRETARY - TREASURER
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 196-2014

To be supplied prior to contract award

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 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 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

To be supplied prior to contract award

- _____ 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 MWDBE 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.

The Allen Company, Inc
Company
12/22/2014
Date

WR Beam
Company Representative
SECRETARY - TREASURER
Title

8. **AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-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: Please see attached

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. 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 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

The Allen Company, Inc.
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 from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of The Allen Company, Inc.

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: The Allen Company, Inc.

Date: 12 / 9 / 2014

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	12	12						12	
Professionals	8	7	1					7	1
Superintendents	8	8						8	
Supervisors	10	5	1					5	1
Foremen	13	13						13	
Technicians	5	5						5	
Protective Service									
Para-Professionals	1	1						0	
Office/Clerical	11	3	8					1	
Skilled Craft	138	133	4					3	8
Service/Maintenance	41	39						134	4
Total:	243	226	14					41	14

Prepared By: Amanda VanDammes, Executive Assst/HR
Coordinator

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: The Allen Company, Inc. Employee ID: _____
 Address: 3009 Atkinson Ave, Ste. 300, Lexington, KY 40509 Phone: (859) 543-3361

Project to be insured: Clays Mill Rd. Improvements, Section 2C

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	\$ 1,000,000 per occ. \$2,000,000 Aggregate	Phoenix Insurance Co.	A+	XV
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$ 1,000,000	Travelers Property & Casualty Co of America	A+	XV
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$ 1,000,000/1,000,000/ 1,000,000	KEMI	A-	VIII

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.

J. Smith Lanier & Co.
 Agency or Brokerage: Andrea Lingenfelter Name of Authorized Representative
360 East Vine St Ste 2 Senior Account Manager
 Street Address
 Lexington KY 40507 Zip
 City State
 859-244-7640
 Telephone Number
 Date: 12/10/14
 Authorized Signature: Andrea Lingenfelter

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

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

14. DEBARRED FIRMS

PROJECT NAME: Clay's Mill Rd. Improvements - Section 2C

BID NUMBER: 196-2014

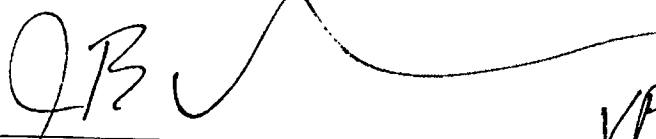
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

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 The Allen Company, Inc. 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.

The Allen Company, Inc.
Name of Firm Submitting Bid


Signature of Authorized Official

VP

Vice President
Title

12.10.2014
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: The Allen Company, Inc.

Project: Clay's Mill Rd Improvements - Section 2C

Printed Name and Title of Authorized Representative: JASON B. GABBARD

Signature:  VP

Date: 12.10.2014

16. DBE SUB-CONTRACTOR BIDDERS LIST

The Department of Transportation Federal Regulations requires that the Kentucky Transportation Cabinet provide a bidders list to be maintained in the Office of Personnel Management, Small Business Development Branch (49CFR 26:11) for each federally funded project awarded.

Project No.

List all quotes/bids received on this project.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. N. H. Stone, Inc.
2. Levy Electrical & Plumbing Supply
3. Cedar Valley Seeding
- 4.
- 5.
- 6.
- 7.
- 8.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers contacted who did NOT submit quotes/bids for this project.

1. N/A
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

Non-DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. Bourne-Clark Const. 9. Central Bridge Company
2. Arrow Electric
3. Davis Elliot Electric
4. Central Seal
5. Redd-Rock of Ky L&M
6. Foster Supply
7. Bottoms Engineering
8. Fox Enterprises

If you need additional space, please attach a separate page. If you need assistance regarding this form, please contact Melvin Bynes or Anita Hall at (502)564-3601.

17. CERTIFICATION FOR FEDERAL-AID CONTRACT

The prospective participant certifies, by signing and submitting this bid or proposal, 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 any Federal 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 Improvements Project, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.
2. If any funds other than the 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 Federal 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.

This certification is a material representation of fact 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 of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participation also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

The Allen Company, Inc.

(Name of Individual, Co-Partnership, or Corporation submitting bid)

Jason B. Gabbard

(Name of Officer or Authorized Agent)

Vice President

(Title)



(Signature)

12.10.2014

(Date)

18. CERTIFICATION OF PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The The Allen Company, Inc (Bidder) hereby certifies that he has, participated in previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he, filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

The Allen Company, Inc.

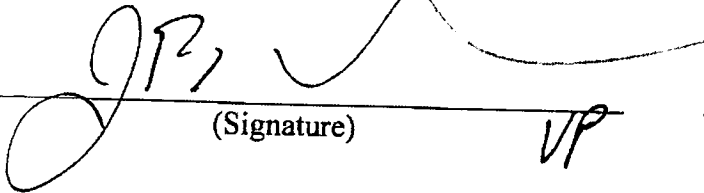
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Jason B. Gabbard

Vice President

(Name of Officer or Authorized Agent)

(Title)



(Signature)

VP

12.10.2014

(Date)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

19. CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO:

I, Jason B. Gabbard, Vice President
(Name of officer or Authorized Agent) (Title)

under penalty of perjury under the laws of the United States, do hereby certify that, except as noted below,

The Allen Company, Inc.
(Name of Individual, Co-Partnership, or Corporation submitting bid)

any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntarily exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions: N/A

The Allen Company, Inc.
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Jason B. Gabbard, Vice President
(Name of Officer or Authorized Agent) (Title)

JBG VP 12.10.2014
(Signature) (Date)

20. CERTIFICATION OF BID PROPOSAL/DBE

We (I) proposed to furnish all labor, equipment and material necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made necessary revisions to the bid proposal. We have considered all addendum(s) in calculation of the submitted bid and applied the updated bid items, which are included.

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (DBE) in amount of ^{7.0}10 percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program."

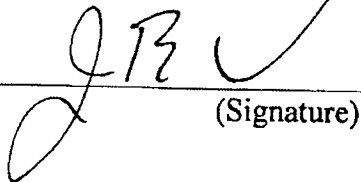
The Allen Company, Inc.

(Name of Individual, Co-Partnership, or Corporation submitting bid)

Jason B. Gabbard, Vice President

(Name of Officer or Authorized Agent)

(Title)



(Signature)

VP

12.10.2014

(Date)

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.

21. NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO:

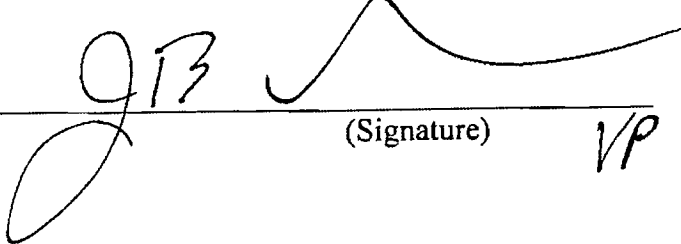
I, Jason B. Gabbard, Vice President,
(Name of officer or Authorized Agent) (Title)

under penalty of perjury under the laws of the United States, do hereby certify that

The Allen Company, Inc.
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

Jason B. Gabbard Vice President
(Name of Officer or Authorized Agent) (Title)

 12.10.2014
(Signature) (Date)

22. PROVISIONS RELATIVE TO SENATE BILL 258 (1994)

During the performance of the contract, the contractor agrees to comply with the applicable provisions of:

1. KRS 136 Corporation and Utility Tax
2. KRS 139 Sales and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous (5) years pursuant to the applicable statutes above are revealed as follows:

N/A

23. EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

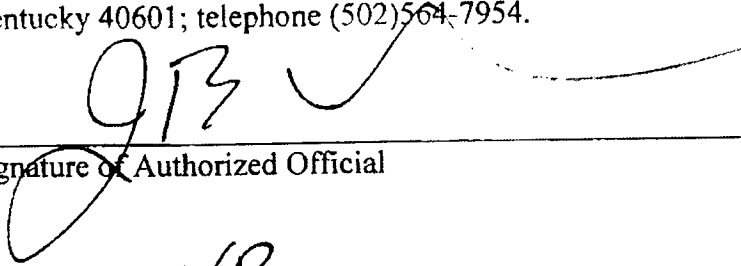
- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502)564-7954.



Signature of Authorized Official



Title



Date

END OF SECTION

KENTUCKY TRANSPORTATION CABINET –
DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

SECOND TIER SUBCONTRACTS

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

It is the policy of the Lexington-Fayette Urban County Government ("LFUCG") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the LFUCG. To that end, the LFUCG will comply with the regulations

found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The LFUCG, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to LFUCG contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the LFUCG.

Failure by the contractor to carry out these requirements is a material breach of its contract with the LFUCG, which may result in the termination of the contract or such other remedy as the LFUCG deems necessary.

DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract, as listed on the front page of the proposal, is the percentage of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in a least the percent of the contract as set forth above as goals for this contract.

OBLIGATION OF CONTRACTORS

Each contractor pre-qualified to perform work on LFUCG projects shall designate and make known to the LFUCG a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for the utilization of DBEs.

If a formal goal has not been designated for the contract, all contractors are encouraged to consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

CERTIFICATION OF CONTRACT GOAL

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. **BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE ACCEPTED.** These bids will not be considered for award by the LFUCG and they will be returned to the bidder.

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises ("DBE") in the amount of KYTC ¹⁰ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Lexington-Fayette Urban County Government related to participation and Kentucky Transportation Cabinet pertaining to the DBE Program."

DBEs utilized in achieving the DBE goal must be certified and pre-qualified for the work items at the time the bid is submitted.

DBE PARTICIPATION PLAN

- Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, with the bid documents.

This is necessary before the LFUCG Division of Central Purchasing will review and make a recommendation. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Plan/Subcontractor Request.

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item, unit, quantity, unit price and total amount of the work to be performed by the individual DBE and the project bid number.
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project

contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:

- The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE's certificate of insurance, and the Required Affidavit of Bidders, Offerors, and Contractors from the DBE to the LFUCG Division of Central Purchasing. The Required Affidavit of Bidders, Offerors and Contractors is included with these bid documents and should be returned with your bid. If the DBE is a supplier of materials for the project, a signed purchase order and a Required Affidavit for Bidders, Offerors, and Contractors must be submitted to the LFUCG Division of Central Purchasing.

Changes to DBE Participation Plans or DBE substitutions must be approved by the LFUCG Division of Central Purchasing. The LFUCG may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the LFUCG that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the bid date. DBEs utilized in achieving the DBE goal must be certified and pre-qualified for the work items at the time the bid is submitted. One complete set of nine (9) copies of this information must be received in the office of the LFUCG Division of Central Purchasing before 2:00pm on the bid due date.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the LFUCG considers in judging good faith efforts. This documentation may include the submission of the LFUCG Good Faith Efforts Form and LFUCG Bid Quote Summary Form along with any written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Effort Package shall include, but may not be limited to information showing evidence of the following:

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by LFUCG to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are pre-qualified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are pre-qualified in the subcontracted areas, the bidder must notify the Minority Business Enterprise Liaison in the Division of Central Purchasing to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs 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 DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs 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;
- 8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as 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 DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
- 9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
- 10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
- 11 Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the LFUCG Division of Central Purchasing based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person with representatives from the Division of Central Purchasing. The bidder will be notified of the Division of Central Purchasing's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of Central Purchasing's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by Central Purchasing. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the LFUCG Division of Central Purchasing.

The LFUCG Division of Central Purchasing reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

PROMPT PAYMENT

- The prime contractor will be required to pay the DBE within seven 30 working days after he or she has received payment from the LFUCG Division of Central Purchasing for work performed or materials furnished

CONTRACTOR REPORTING All Contractors must report on their progress in meeting the DBE requirement on any construction contracts. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers and show the documented proof.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

Photocopied payments and completed form to be submitted to:

Office of Civil Rights and Small
Business Development 6th
Floor West 200 Mero Street Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the LFUCG Division of Central Purchasing policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the LFUCG Division of Central Purchasing.

01/18/2012

END OF SECTION

Equipment List
The Allen Company, Inc.

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Type	Description	Equip #	Descr	Model	Make	Serial #	Year
8100	Portable Compressor	11021	AC-21				
8100	Portable Compressor	11022	AC-22	185CFM	SULLAIR	143912	2004
8100	Portable Compressor	10301	AC-301	185CFM	SULLAIR	141685	2003
8100	Portable Compressor	10318	AC-318		IR	0709100300	2009
8100	Portable Compressor	156309	RE-6309	859K18	ROL-AIR	06091143	2010
8102	490 Drill	11043	HD-43	HCR900			2000
8102	490 Drill	11044	HD-44	HCR900	FURUKAWA	2181066	2007
8105	720 Drill	10232	HD-232	720	FURUKAWA	2181072	2007
8105	720 Drill	10233	HD-233	720	ATLAS	USSG72497HQ	2008
8105	720 Drill	156385	RE-6385	720	ATLAS	G72501LR	2008
8200	Asphalt Pavers 8' Rubber Tire	10295	F-295	5103-2	VOGELE		2000
8200	Asphalt Pavers 8' Rubber Tire	12033	F-33	PF-2181	VOGELE	9830022	2009
8201	Asphalt Pavers 10' Track	10297	F-297	5200-2	BLAW KNO	192813	2006
8201	Asphalt Pavers 10' Track	12034	F-34	AP-1055D	VOGELE	7740076	2009
8201	Asphalt Pavers 10' Track	156338	RE-6338		CAT	FAC00584	2008
8202	Asphalt Pavers 10' Rubber Tire	10298	F-298	5203-2	VOGELE		2000
8202	Asphalt Pavers 10' Rubber Tire	10438	F-436	5203-2	VOGELE	7750050	2009
8203	Road Broom	12011	RB-11				2012
8203	Road Broom	12012	RB-12	SWEEPMASTER	WALDON	23141	1996
8203	Road Broom	12013	RB-13	SWEEPMASTER	WALDON	25258	2000
8203	Road Broom	12014	RB-14	250	WALDON	25891	1999
8203	Road Broom	12016	RB-16	RJ350	BROSE	89131	1999
8203	Road Broom	10370	RB-370	TN65	FORD	1258342	2002
8203	Road Broom	10466	RB-466	5525	JOHN DEE	LV5525R355724	2007
8203	Road Broom	10474	RB-474	Sweep Pro 63	LEEBOY	000014305	2013
8203	Road Broom	12007	RB-7	RB48	ROSCO	75388	2000
8203	Road Broom	156312	RE-6312	FOR RL83	SWEEPSTE		1991
8204	Skid Steer Attachments	10378	CP-378				2000
8204	Skid Steer Attachments	14028	DT-28		KENCO		2011
8204	Skid Steer Attachments	12050	MA-50		D TECH		1995
8204	Skid Steer Attachments	10231	PHD-231	PC9	CAT	0ALC00305	2002
8204	Skid Steer Attachments	10229	SFI-229	HPHD	RHINO	20455	2008
8204	Skid Steer Attachments	10375	TA-375		BOBCAT	A74W00275	2008
8205	Large Milling Machine	10347	MM-347	T9 COMBO	CAT	JAJ03231	2011
8205	Large Milling Machine	10452	MM-452	PM-201	CAT	PNM00244	2009
8205	Large Milling Machine	156307	RE-6307	W210i	WIRTGEN	1520.0024	2013
8205	Large Milling Machine	156332	RE-6332				2000
8206	Distributor Tank	12127	D-127				2000
8206	Distributor Tank	12129	D-129		ETNYRE	J-9682	1989
8206	Distributor Tank	12139	D-139		ETNYRE	J-5081	2000
8206	Distributor Tank	12148	D-148		ETNYRE	S-1789	1996
8206	Distributor Tank	12152	D-152		ETNYRE	S-2006	1997
8206	Distributor Tank	12098	D-98				2000
8207	Jersey Box Rock Spreader	12002	JS-2	BT-HL	ETNYRE	J8967	1987
8207	Jersey Box Rock Spreader	12003	JS-3	103	JERSEY	1739	1985
8208	Road Widener	156347	RE-6347				2001
8208	Road Widener	156348	RE-6348				2000
8208	Road Widener	10381	RW-381				2000
8208	Road Widener	12055	SM-5	B-R	ROAD WID	10-2004	2011
8209	Flanty Chip Spreader	12032	CS-32	BG-730	BARBER	1XL00194	1996
8210	Shuttle Buggy	10362	MT-362	ENTYRE	ETNYRE	K5017	1996
8210	Shuttle Buggy	12040	MT-40	SB2500D	ROADTEC	SB2500DX1185	2010
8211	#N/A	10434	F-434	SB-2500D	ROADTEC	SB-2500D-880	2006
8212	#N/A	10435	F-435	8500-B	LEEBOY	92781	2013
8212	#N/A	156288	RE-6288	5100-2	VOGELE	13820098	2012
8213	#N/A	10439	MA-439				2000
8213	#N/A	10440	MA-440	PC408B	Cat		2012
8300	Peanut Roller 1 To 4 Ton	156297	RE-6297	PC412B	Cat		2012
8300	Peanut Roller 1 To 4 Ton	156356	RE-6356				2000
8300	Peanut Roller 1 To 4 Ton	156392	RE-6392				2000
8300	Peanut Roller 1 To 4 Ton	13017	TR-17				2000
8300	Peanut Roller 1 To 4 Ton	10393	TR-393	BW900-2	BOMAG	101800001016	2003
8300	Peanut Roller 1 To 4 Ton	13041	TR-41	WP2500	STONE	352003161	2000
8300	Peanut Roller 1 To 4 Ton	10437	VR-437	PEANUT	INTERST	105ORW8702	1993
8301	Walk Behind Vib Roller	156308	RE-6306	HD12VV	HAMM	H1711882	2009
8301	Walk Behind Vib Roller	10473	TC-473				2000
8301	Walk Behind Vib Roller	13022	VR-22	RT82-SC	WACKER	5822648	2000
8302	Small DD Vib Roller 40" 50"	10402	VR-402	BW60S	KOEHR	81-81115	1998
8303	Single Drum Vib Roller 84"	13057	VR-57	HD 12VV	HAMM	H1710892	2008
8303	Single Drum Vib Roller 84"	13064	VR-64	SD100D	I.R	151196	1998
8303	Single Drum Vib Roller 84"	13065	VR-65	CS-563D	CAT	9MW01216	2002
8303	Single Drum Vib Roller 84"	13066	VR-66	SD110D	IR	168981	2003
8304	Rubber Tire Asphalt Roller	13050	PR-50	CS563E	CATERPIL	CATCS563HCNG00543	2004
8305	Tow Behind Sheepfoot	13012	SR-12	SP722	FERGUSON	203	1997
8306	Static Roller 8 To 10 Ton	13036	TR-36	PULL BEHIND	CHESTER	7885-18	1958
8306	Static Roller 8 To 10 Ton	13052	TR-52	C350D	HYSTER	D089C6180L	1990
				BW11AS	BOMAG	D089C6449V	1998

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Type	Description	Equip #	Descr	Model	Make	Serial #	Year
8306	Static Roller 8 To 10 Ton	13053	TR-53	BW12AS	BOMAG	D089C6462V	1998
8307	Large Dd Vib Rollers 80"	156295	RE-6295				2000
07	Large Dd Vib Rollers 80"	156328	RE-6328				2000
07	Large Dd Vib Rollers 80"	156345	RE-6345				2000
8307	Large Dd Vib Rollers 80"	10298	VR-298	HD+120VVHF	HAMM	H1840096	2010
8307	Large Dd Vib Rollers 80"	10299	VR-299	HD+120VVHF	HAMM	H1840128	2010
07	Large Dd Vib Rollers 80"	10441	VR-441	CB54 XW	CAT	JLM00757	2013
07	Large Dd Vib Rollers 80"	10518	VR-518	CB54 XW	CAT	JLM00891	2013
8307	Large Dd Vib Rollers 80"	10519	VR-519	CB54 XW	CAT	JLM00862	2013
8307	Large Dd Vib Rollers 80"	13067	VR-67	DD-1118 HA	Ingersol	186574	2006
07	Large Dd Vib Rollers 80"	13068	VR-68	DD-118 HA	Ingersol	187816	2008
07	Large Dd Vib Rollers 80"	13069	VR-69	DD-118 HA	IR	194893	2007
08	Cat 815 Compactor	13049	C-49	815F	CAT	OBYNOO375	2007
8309	Trench Sheepsfoot Roller For Hoe	13058	SR-58	FOR PC220	HENSLEY	89028	1999
310	Med Dd Vib Rollers 60"	13061	VR-61	DD90	IR	169892	2002
11	825 Compactor	10269	C-269	825H	CAT	CAT0825HVAZW00196	2006
11	825 Compactor	13048	C-48	825H	CATERPIL	AZW00183	2006
8400	Small Curb Machines (Extruded)	14003	PC-3	CC1200	GOMACO	904100-083	2002
401	Walk Behind Conc Saw	10553	CC-553		CORE CUT		2014
01	Walk Behind Conc Saw	10554	CC-554		CORE CUT		2014
02	Hand Held Chain Saw	10237	CC-237				2000
8402	Hand Held Chain Saw	10334	CC-334				2010
402	Hand Held Chain Saw	10335	CC-335				2010
02	Hand Held Chain Saw	10336	CC-336				2010
02	Hand Held Chain Saw	10337	CC-337				2010
02	Hand Held Chain Saw	14099	CS-1				2000
8402	Hand Held Chain Saw	17750	CS-12		POULAN		2000
02	Hand Held Chain Saw	17751	CS-12		HUSKAVAR		2008
02	Hand Held Chain Saw	10238	CS-238	MS361	STIHL	276944739	2008
02	Hand Held Chain Saw	10249	CS-249		STIL	278002884	2009
8403	Concrete Screed Machine	14030	MS-30	SUPER 10	SUPER		2001
403	Concrete Screed Machine	10485	MS-485	01-8250	WHITEMAN		2012
04	Hand Held Conc Saw	10221	CC-221	TS-420	STIHL	168392072	2008
04	Hand Held Conc Saw	10292	CC-292	75CC	HUSKAVAR		2009
8404	Hand Held Conc Saw	14033	CC-33	TS400	STIHL	49706932	2001
404	Hand Held Conc Saw	14034	CC-34	CSG-6700	ECHO	002304	2001
04	Hand Held Conc Saw	14036	CC-35	TS400	STIHL		2002
04	Hand Held Conc Saw	14037	CC-37	TS400	STIHL		2003
04	Hand Held Conc Saw	14038	CC-38	TS400	STIHL		2004
8404	Hand Held Conc Saw	14039	CC-39	TS400	STIHL		2004
04	Hand Held Conc Saw	14040	CC-40	TS400	STIHL		2004
04	Hand Held Conc Saw	14041	CC-41	TS400	STIHL		2005
04	Hand Held Conc Saw	10414	CC-414	K760	HUSK	20112000502	2012
8404	Hand Held Conc Saw	10415	CC-415	K760	HUSK	20113901125	2012
04	Hand Held Conc Saw	10419	CC-419	K-760	HUSK	20114300594	2012
04	Hand Held Conc Saw	14042	CC-42	TS400	STIHL		2006
04	Hand Held Conc Saw	14043	CC-43	TS400	STIHL		2006
8404	Hand Held Conc Saw	10430	CC-430	TS500I	STIHL	175313996	2012
404	Hand Held Conc Saw	10431	CC-431	TS500I	STIHL	174851707	2012
04	Hand Held Conc Saw	14044	CC-44	TS400	STIHL		2007
04	Hand Held Conc Saw	10467	CC-467	TS500I	Suhl	175314117	2013
04	Hand Held Conc Saw	10471	CC-471	TS500I	STIHL	176101726	2013
8404	Hand Held Conc Saw	10478	CC-478	TS500I	STIHL	175314116	2013
04	Hand Held Conc Saw	10479	CC-479	TS500I	STIHL	176101744	2013
04	Hand Held Conc Saw	10497	CC-497	TS500I	STIHL	176791205	2013
04	Hand Held Conc Saw	10498	CC-498	TS500I	STIHL	176290178	2013
8405	Large Concrete Curb Machine	14031	PC-31	5700 SUPER B	POWER CU	50331802	2005
00	TD8 Size Dozer	16183	CT-183	TD8H	DRESSTA	P036566	2003
00	TD8 Size Dozer	16194	CT-194	D4G XL	CATERPIL	OHD00796	2005
00	TD8 Size Dozer	16061	CT-61	650J	J DEERE	TO850JX125648	2006
00	TD8 Size Dozer	156329	RE-6329				2000
00	TD8 Size Dozer	156349	RE-6349				2000
00	TD8 Size Dozer	156350	RE-6350				2000
06	D6 Dozer (Incl. Lgp Model)	16110	CT-110	D6-H	CAT	4RC05834	1996
06	D6 Dozer (Incl. Lgp Model)	16138	CT-138	D6-R	CAT	5LN01559	1999
601	D6 Dozer (Incl. Lgp Model)	16200	CT-200	D61PX-15 LGP	KOMATSU	B40667	2006
01	D6 Dozer (Incl. Lgp Model)	10520	CT-520	D6N XL	CAT	PER00510	2013
01	D6 Dozer (Incl. Lgp Model)	10559	CT-559	D6T XL DS	Caterpil	UCC574	2000
01	D6 Dozer (Incl. Lgp Model)	16062	CT-62	D6R XL	CAT	0GJB00844	2007
301	D6 Dozer (Incl. Lgp Model)	16065	CT-65	D6R XL	CAT	AA00409	2003
03	D8 Dozer	16139	CT-139	D8T	CAT	OKPZO2317	2007
03	D8 Dozer	16140	CT-140	D8T	CAT	OKPZP2239	2007
03	D8 Dozer	16177	CT-177	D8R II	CAT	6YZ01142	2003
03	D8 Dozer	16186	CT-186	D8R II	CATERPIL	6YZD1418	2003
03	D8 Dozer	16196	CT-196	D8R II	CATERPIL	6YZ01830	2004
03	D8 Dozer	10270	CT-270	D8T	CAT	OKPZO3102	2008

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Type	Description	Equip #	Descr	Model	Make	Serial #	Year
8603	D8 Dozer	10322	CT-322				
8603	D8 Dozer	18060	CT-60	D8T	CAT	OKPZ03045	2008
8607	Fork Lift	16104	FL-104	D8T	CAT	CAT00D8TVKPPZ01244	2006
8607	Fork Lift	16105	FL-105	FD40	MITSUBIS	AF19B00539	2000
8607	Fork Lift	10345	FL-345	C500Y	CLARK	1015-467-5066	1995
8607	Fork Lift	156374	RE-6374	GC30K	CAT	AT38C01528	2002
8607	Fork Lift	156375	RE-6375				2000
8619	Scraper Tractor	16010	ST-10				2000
8620	615 Elevating Scraper	16138	S-138	9520	JOHN DEE	RW9520E032020	2005
8620	615 Elevating Scraper	16185	S-185	615C	CAT	09XG00976	1997
8621	621 Scraper	16111	S-111	615 C II	CAT	9XG01407	2001
8621	621 Scraper	16075	S-75	621F	CAT	8PL00050/9NL0044	1996
8621	621 Scraper	18078	S-76	621G	CAT	OCEN00427	2005
8625	Peanut Grader	18033	PG-33	621G	CAT	OCEN00415	2005
8626	12 Grader	16030	PG-30	RG80	CASE	85506133	2004
8627	140 Grader	16024	PG-24	12H	CAT	4XM00974	1997
8627	140 Grader	16026	PG-26	140G ELECT	CAT	72V15527	1994
8627	140 Grader	16031	PG-31	140H ELECT	CAT	2ZK00228	1998
8627	140 Grader	16034	PG-34	140H	CAT	2ZK02578	1998
8627	140 Grader	16035	PG-35	140H	CATERPIL	CCA00792	2004
8628	14 Grader	16032	PG-32	140H	CAT	140VAPM00986	2003
8628	14 Grader	16036	PG-36	14H ELECT	CAT	7WJ02125	2001
8635	Mini Excavator	10212	CH-212	14M	CAT	B9J00444	2008
8635	Mini Excavator	10490	CH-490	PC78MC-6	KOMATSU	3098	2007
8635	Mini Excavator	156290	RE-6290	PC88MR-8	KOMATSU	6125	2013
8635	Mini Excavator	156292	RE-6292				2000
8635	Mini Excavator	156298	RE-6298				2000
8635	Mini Excavator	156315	RE-6315				2000
8635	Mini Excavator	156336	RE-6336				2000
8635	Mini Excavator	156337	RE-6337				2000
8635	Mini Excavator	156339	RE-6339				2000
8635	Mini Excavator	156366	RE-6366				2000
8635	Mini Excavator	156382	RE-6382				2000
8635	Mini Excavator	156390	RE-6390				2000
8635	Mini Excavator	156393	RE-6393				2000
8636	Pc220 Excavator	16175	CH-175	EW180B	VOLVO	8751610	2006
8636	Pc220 Excavator	16192	CH-192	PC-308 USLC-	KOMATSU	20098	2005
8636	Pc220 Excavator	10289	CH-289	PC308 USLC	KOMATSU	30180	2009
8636	Pc220 Excavator	10472	CH-472	PC228USLC	KOMATSU	51342	2013
8636	Pc220 Excavator	156286	RE-6286			51342	2000
8636	Pc220 Excavator	156310	RE-6310				2000
8636	Pc220 Excavator	156320	RE-6320				2000
8636	Pc220 Excavator	156321	RE-6321				2000
8636	Pc220 Excavator	156331	RE-6331				2000
8636	Pc220 Excavator	156334	RE-6334				2000
8636	Pc220 Excavator	156344	RE-6344				2000
8636	Pc220 Excavator	156371	RE-6371				2000
8636	Pc220 Excavator	156377	RE-6377				2000
8636	Pc220 Excavator	156379	RE-6379				2000
8636	Pc220 Excavator	156383	RE-6383				2000
8637	Pc300 Excavator	16197	CH-197	PC300LC-7L	KOMATSU	A86677	2005
8637	Pc300 Excavator	10294	CH-294	PC308 USLC-3	KOMATSU	30245	2009
8637	Pc300 Excavator	10327	CH-327	PC300LC-8	KOMATSU	190371	2008
8637	Pc300 Excavator	10483	CH-483	PC300LC7E0	KOMASTU	A888890	2008
8637	Pc300 Excavator	10542	CH-542	PC290 LC-10	KOMATSU	A25739	2013
8637	Pc300 Excavator	10543	CH-543	PC290 LC-10	KOMATSU	A25738	2013
8637	Pc300 Excavator	10544	CH-544	PC290 LC-10	KOMATSU	A25739	2013
8637	Pc300 Excavator	10557	CH-557	PC290LC-10	KOMATSU	A25734	2013
8637	Pc300 Excavator	156318	RE-6318				2000
8637	Pc300 Excavator	156340	RE-6340				2000
8637	Pc300 Excavator	156343	RE-6343				2000
8638	345 Excavator	10263	CH-263	345DL	CAT	0EEH00469	2008
8638	345 Excavator	156335	RE-6335				2000
8638	345 Excavator	156372	RE-6372				2000
8638	345 Excavator	156376	RE-6376				2000
8639	365 Excavator	16128	CH-128	365CL	CATERPIL	MCS00256	2006
8639	365 Excavator	10271	CH-271	365CL	CAT	OMCS00459	2008
8640	Rubber Tire Backhoe	156301	RE-6301				2000
8640	Rubber Tire Backhoe	156303	RE-6303				2000
8640	Rubber Tire Backhoe	156313	RE-6313				2000
8640	Rubber Tire Backhoe	156317	RE-6317				2000
8640	Rubber Tire Backhoe	156323	RE-6323				2000
8640	Rubber Tire Backhoe	156327	RE-6327				2000
8640	Rubber Tire Backhoe	156351	RE-6351				2000
8640	Rubber Tire Backhoe	156353	RE-6353				2000
8640	Rubber Tire Backhoe	156360	RE-6360				2000

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8640	Rubber Tire Backhoe	156388	RE-6388				2000
8640	Rubber Tire Backhoe	156391	RE-6391				2000
8640	Rubber Tire Backhoe	18142	RL-142	580L 4X4 PL	CASE	JJG0248552	2000
8640	Rubber Tire Backhoe	18143	RL-143	580L 4X4 PL	CASE	JJG0248555	2000
8640	Rubber Tire Backhoe	18144	RL-144	580L 4X4 PL	CASE	JJG0248727	2000
8640	Rubber Tire Backhoe	18181	RL-181	580M	CASE	JJG0312661	2003
8640	Rubber Tire Backhoe	18182	RL-182	580M	CASE	JJG0312653	2003
8640	Rubber Tire Backhoe	10484	RL-484	580N	CASE	NAC855262	2011
8640	Rubber Tire Backhoe	10492	RL-492	420F ST	CAT	00SKR01822	2013
8640	Rubber Tire Backhoe	16057	RL-57	310SJ	JOHN DEE	TO310SJ157993	2008
8640	Rubber Tire Backhoe	16058	RL-58	310SJ	JOHN DEE	TO310SJ157941	2008
8647	It Tool Camer Loader	18198	RL-198	WA250 PTL5	KOMATSU	A79282	2006
8647	It Tool Camer Loader	18199	RL-199	WA250 PTL5	KOMATSU	70741	2006
8647	It Tool Camer Loader	16086	RL-66	WA250 PT-5	KOMATSU	72284	2007
8647	It Tool Carrier Loader	18084	RL-84	930G	CAT	OTWRO1422	2007
8649	Skid Steer Loader	16093	AL-93	7-120	ATHEY	703332	1993
8650	Skid Steer Loader	156287	RE-6287				2000
8650	Skid Steer Loader	156296	RE-6296				2000
8650	Skid Steer Loader	156299	RE-6299				2000
8650	Skid Steer Loader	156302	RE-6302				2000
8650	Skid Steer Loader	156319	RE-6319				2000
8650	Skid Steer Loader	156324	RE-6324				2000
8650	Skid Steer Loader	156326	RE-6326				2000
8650	Skid Steer Loader	156380	RE-6380				2000
8650	Skid Steer Loader	156381	RE-6381				2000
8650	Skid Steer Loader	16180	RL-160	248	CAT	06LZ01211	2002
8650	Skid Steer Loader	10438	RL-438	272D XHP	CAT	0SHY00257	2012
8650	Skid Steer Loader	10481	RL-481	T650	BOBCAT	A3P016007	2012
8650	Skid Steer Loader	10482	RL-482	T640	BOBCAT	A3P016003	2012
8650	Skid Steer Loader	10560	RL-560	T650 T4	Bobcat	ALJG11418	2014
8650	Skid Steer Loader	10581	RL-561	T650 T4	Bobcat	ALJG11419	2014
8650	Skid Steer Loader	10562	RL-562	T650 T4	Bobcat	ALJG11402	2014
8651	Conduit/Silt Fence Trencher	156322	RE-6322				2000
8655	Crawler Loader	18137	CL-137	963B	CAT	09BL02717	1999
8655	Crawler Loader	18098	CL-98	963B	CAT	12Z04829	1994
8655	Crawler Loader	156341	RE-6341				2000
8675	25 ton Articulated Truck	20831	AT-172	A25D	VOLVO	A25DV15776	2007
8672	40 Ton Articulated Truck	18126	AT-126	A40D	VOLVO	A40DV12146	2005
8672	40 Ton Articulated Truck	18150	AT-150	A40D	VOLVO	A40DV13071	2006
8672	40 Ton Articulated Truck	18154	AT-154	A40D	VOLVO	A40DV70136	2006
8672	40 Ton Articulated Truck	18170	AT-170	740	CAT	00740 AXM00684	2002
8672	40 Ton Articulated Truck	10278	AT-276	A40E	VOLVO	A40EV12201	2008
8672	40 Ton Articulated Truck	10379	AT-379	740	CAT	0B1P05971	2011
8672	40 Ton Articulated Truck	10380	AT-380	740	CAT	0B1P05956	2011
8673	Grapple For Trackhoe	17032	BT-02		TRAMAC	N2314	1999
8673	Grapple For Trackhoe	17776	GRP-04				2007
8673	Grapple For Trackhoe	10240	GRP-240			ES 4173620	2000
8673	Grapple For Trackhoe	10300	GRP-300	R288882B	ROCKLAND	A7751	2009
8675	Allied 77 Hoe Ram	10330	HR-330	F9LN	FURUKAWA	2632	2000
8675	Allied 77 Hoe Ram	16054	HR-54	8700	ALLIED	4305	1981
8675	5000 Lb Hoe Ram	10376	BT-376	KL30000NG	KENCO		2011
8677	7500 Lbhoe Ram	16141	HR-141	BRV45PC300	TRAMAC	127943	2002
8677	7500 Lbhoe Ram	10329	HR-329	KF45QT	KENT	F45-1948	2000
8677	7500 Lbhoe Ram	10480	HR-480	HB3000	ATLAS	2775	2000
8677	#N/A	10377	BT-377	KL30000NG	KENCO		2011
8677	Mulcher Attachment	10408	M-408	DAH-150 ER	DENIS CI	1112HH017	2012
8700	Portable Generator	10255	AC-255	2475	IR	0810270194	2009
8700	Portable Generator	17525	G-11		HONDA	EA6-404-2982	2000
8700	Portable Generator	17526	G-15	B-35	HONDA	ARR048	1997
8700	Portable Generator	17527	G-17	B-35	HONDA	AJK0123	1997
8700	Portable Generator	17528	G-18	EB3500X	HONDA	EA6-3131708	1998
8700	Portable Generator	17529	G-21	AV3800	KUBOTA		2000
8700	Portable Generator	10214	G-214	30209	BRIGGS	1014901395	2008
8700	Portable Generator	10215	G-215	30209	BRIGGS	1014901424	2008
8700	Portable Generator	17532	G-24		COLEMAN	E07-1303238	2008
8700	Portable Generator	10307	G-307	5000W	HUSKY	CHM1530072	2010
8700	Portable Generator	10308	G-308	5000W	HUSKY	CHM1530074	2010
8700	Portable Generator	10309	G-309	5000W	HUSKY	CHM1530085	2010
8700	Portable Generator	10310	G-310	5000W	HUSKY	CHM1530239	2010
8700	Portable Generator	10311	G-311	5000W	HUSKY	CHM1530242	2010
8700	Portable Generator	10499	G-499	5500W	GENERAC	7484878A	2013
8701	Message Board	17627	MB-17	DH-1000	ADDCCO		2001
8701	Message Board	17628	MB-18	DH-1000	ADDCCO		2001
8701	Message Board	10205	MB-205	DH 1000 SOLA	ADDCCO	589423	2008
8701	Message Board	10342	MB-342	DH1000	ALS	591101	2010
8701	Message Board	10343	MB-343	DH1000	ALS	591099	2010

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8702	Arrow Board	17503	AB-08		SOLAR	BEMIS	0297G81	1997
8702	Arrow Board	17504	AB-11		SOLAR	BEMIS	359AB05	2008
8702	Arrow Board	10285	AB-285			PSI	06096970	2009
8702	Arrow Board	10386	AB-386			BEMIS	0179AB11	2011
8702	Arrow Board	156314	RE-6314					2000
8703	Level	17575	L-01		AT-F2	TOPCON	B05348	2000
8703	Level	17578	L-02		C-40	LIETZ		2000
8703	Level	17577	L-06		ATGB	TOPCON	AX0384	2000
8703	Level	17578	L-08			TOPCON		2000
8703	Level	17579	L-11		ATG7	TOPCON	TD2805	2000
8703	Level	17580	L-12			TOPCON		2000
8703	Level	17581	L-13			BERGER		2000
8703	Level	17582	L-14		ATG7	TOPCON	2E1032	2003
8703	Level	17583	L-15		ATG6	TOPCON	2C0150	2003
8703	Level	17584	L-16			BERGER		2000
8703	Level	17585	L-17		ATG6	TOPCON	8F8907	2007
8703	Level	17586	L-18		ATG6	TOPCON	8F8910	2007
8703	Level	17587	L-19		ATG6	TOPCON	8F8908	2007
8705	3" Pump	17676	P-14		3-D-8	GORMAN R		1986
8705	3" Pump	17679	P-17		STP3H8	STONE		1993
8705	3" Pump	17680	P-20		3-D-8	GORMAN R		2000
8705	3" Pump	17681	P-25		KTX-80X	KOSHIN		2003
8705	3" Pump	17682	P-26		KTX-80X	KOSHIN		2002
8705	3" Pump	10266	P-286		KTP-80X	KOSHIN	90201100	2009
8705	3" Pump	17683	P-27		KTX-80X	KOSHIN		2004
8705	3" Pump	17685	P-28		QP-3TH	MULTI QU	3TH0236	2006
8705	3" Pump	17686	P-30		KTX-80X	KOSHIN		2007
8705	3" Pump	10491	P-491		KTH-80S	KOSHIN	130151030	2013
8705	3" Pump	10551	P-551		KTH-80S	KOSHIN		2014
8705	3" Pump	10552	P-552		KTH-80S	KOSHIN		2014
8706	4" Pump	10228	P-228		KTH-100X	KOSHIN	61201007	2008
8706	4" Pump	17884	P-28		YP40TA	YAMAHA	Q8C6-600162	2008
8706	4" Pump	10316	P-316		100	GODWIN	7499272	2009
8707	6" Pump	17678	P-16		16C2F4L	GORMAN R		1980
8708	Vibratory Plate	13101	VP-01			WACKER		2000
8708	Vibratory Plate	13103	VP-03					2000
8708	Vibratory Plate	13104	VP-04					2000
8709	Trash Bumer	17011	TB-10					2000
8710	Brush Chipper	17033	TC-33			AIRPLUS		1992
8711	Pipe Laser	17701	PL-10	250		BRSH BND	007905	2002
8711	Pipe Laser	17702	PL-11	1250		TOPCON	VE0170	1982
8711	Pipe Laser	17703	PL-13		TPL4AV	TOPCON	VE0376	2002
8711	Pipe Laser	17704	PL-14		TPL4AV	TOPCON	VE882	2003
8712	Farm Tractor	10389	FT-389					2007
8712	Farm Tractor	10495	FT-495		WORKMASTER 4	NEW HOLL	6145052	2011
8712	Farm Tractor	10529	FT-529		6140D	JD	020620	2012
8712	Farm Tractor	10530	FT-530		6120	JOHN DEE	L06120J366763	2002
8713	Light Plant	17909	LP-01		6320	JOHN DEE	L06320V337908	2003
8713	Light Plant	17603	LP-10		MH4000	COLEMAN	6850	1994
8713	Light Plant	17604	LP-11		MH4000	COLEMAN		1995
8713	Light Plant	158281	RE-6281				7419	1995
8713	Light Plant	158282	RE-6282					2000
8713	Light Plant	158304	RE-6304					2000
8713	Light Plant	158305	RE-6305					2000
8713	Light Plant	156333	RE-6333					2000
8713	Light Plant	156346	RE-6346					2000
8713	Light Plant	156370	RE-6370					2000
8714	Jumping Jack Tamper	17551	JJ-04		MT-65H	MULTI QU		2006
8714	Jumping Jack Tamper	10469	JJ-469		MTX-60	TAMPER	V-5790	2013
8714	Jumping Jack Tamper	10470	JJ-470		MTX-70	TAMPER	T3552	2013
8715	Seismograph	17725	VM-05			VCE		2000
8715	Seismograph	17726	VM-06		MINI MATE	INSTATEL		2002
8715	Seismograph	17727	VM-07		MINI MATE	INSTATEL		2003
8718	Asphalt Test Core Drill	11033	CD-33		540 UD	GEOPROBE	Z6449U54	2006
8718	Straw Blower	10503	RSB-503		TOPGUN	VERMEER	1VRR1616031000203	2000
8718	Straw Blower	17022	SB-22		B-70	FINN	B70TD	2004
8719	Gps Survey	10293	GPS 293		SNB900	Trimble	4912A68188	2009
8719	Gps Survey	17024	GPS-24 M KITS			TOPCON	4120176	2008
8719	Gps Survey	10251	GPS-251 PG 36 MC		J008RW	TRIMBLE		2008
8719	Gps Survey	10254	GPS-254 BU 3		SPS881	TRIMBLE		2008
8719	Gps Survey	10384	GPS-334 BU 5		SPS851	TRIMBLE	494706616	2010
8719	Gps Survey	10506	GPS-506			TRIMBLE		2013
8719	Gps Survey	10540	GPS-540		K44498	TRIMBLE	5324K43770	2014
8719	Gps Survey	10541	GPS-541		K44498	TRIMBLE	5324K55330	2014
8719	Gps Survey	17018	SS-18			TOPCON		2001
8719	Gps Survey	10505	SUSY-505		SPS930	TRIMBLE	72611529	2013

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8720	Gps Equipment Control	10234	GPS-234 CT-140 MC	R900	TRIMBLE	R900	2008
8720	Gps Equipment Control	10248	GPS-248 CT139 MC	SEE TRIMBLE	TRIMBLE		2008
8720	Gps Equipment Control	10250	GPS-250 CT 60 MC	SEE SCAN	TRIMBLE		2008
8720	Gps Equipment Control	10252	GPS-252 BU1		TRIMBLE		2008
8720	Gps Equipment Control	10253	GPS-253 BU2	SEE SCAN	TRIMBLE		2008
8720	Gps Equipment Control	10279	GPS-279 BU4	SPS851	TRIMBLE	TR-91850-90-10	2009
8720	Gps Equipment Control	10280	GPS-280 CT270 MC		TRIMBLE	TR-58922-20	2009
8720	Gps Equipment Control	10281	GPS-281 CT196 MC		TRIMBLE		2009
8720	Gps Equipment Control	10286	GPS-286 PG-34	GCS900	TRIMBLE	7WJ012125	2009
8720	Gps Equipment Control	10333	GPS-333	GCS900	TRIMBLE	1440J019SM	2010
8720	Gps Equipment Control	10385	GPS-335 CT 322 MC	GCS900	TRIMBLE	14206041SM	2010
8720	Gps Equipment Control	10411	GPS-411 GPS CT200 MC		TRIMBLE	0122J143Z	2012
8720	Gps Equipment Control	10423	GPS-423 ON PG-32		TRIMBLE		2012
8720	Gps Equipment Control	10424	GPS-424 ON PG-34		TRIMBLE		2012
8720	Gps Equipment Control	10532	GPS-532 FOR CT-520		TRIMBLE	3433J057SW	2013
8720	Gps Equipment Control	10533	GPS-533 FOR CT-62 & CT-65		TRIMBLE	256J003SC	2013
8722	Utility Vehicle	156308	RE-6308				2000
8722	Utility Vehicle	156316	RE-6316				2000
8722	Utility Vehicle	10291	UV-291	2200G	BOBCAT	A59Y11744	2008
8722	Utility Vehicle	30030	UV-30	RANGER	POLARIS	4XARD50A12D820155	2003
8722	Utility Vehicle	10413	UV-413	RANGER 800	POLARIS	4XATH76A5A4905222	2010
8722	Utility Vehicle	10534	UV-534	RANGER400	POLARIS	4XARH45A9EE241355	2014
8722	Utility Vehicle	10535	UV-535	SPORTSMAN 55	POLARIS	4XAZN5EA9EA093881	2014
8722	Utility Vehicle	17058	UV-58	RANGER 4X4	POLARIS	4XARD50A01D622973	2002
8723	Mortar Mixer	14035	CM-35	855PM	STONE	252006289	2007
8724	Water Test Pump	17010	TP-04				2000
8725	Welder	10293	WD-283	BOBCAT 250	MILLER	LK130390H	2009
8725	Welder	10450	WD-450	BOB	MILLER	MD81007R	2013
8726	PRESSURE WASHER	10213	PW-213	5355J	ALKOTA	245097	2008
8726	PRESSURE WASHER	10525	TS-525	300	KUKER		2008
8727	Portable Man Lift	10257	ML-257	4527A	BIL JAX	5WAJZO1X8A000057	2009
8727	Portable Man Lift	10344	SL-344	SJ1113219	SKYLIFT	258804	2008
8728	#N/A	10417	DB-417	BT-MEGA	BUFFALO	20298	2012
8728	#N/A	10429	DB-429	KB-4	BUFFALO	20914	2012
8728	#N/A	10446	DB-446	KB4	BUFAOL	20915	2012
8728	#N/A	10447	DB-447	KB4	BUFAOL	20916	2012
8729	#N/A	10514	VE-514	FX30	DITCH	ED0001830	2013
8730	#N/A	10526	HB-526	MF1840	MASSEY	M18400EHBS3177	2013
8730	#N/A	10527	HB-527	568	JD	800568X348924	2008
8731	#N/A	10528	DM-528	GMD 600	HUHN	N2121	2013
8730	Flat Bed Dump Truck	18149	HT-149	C-6500	GMC	1GDK7H1J0VJ514647	1997
8730	Flat Bed Dump Truck	18150	HT-150	C-8500	GMC	1GDK7H1J3VJ514562	1997
8730	Flat Bed Dump Truck	18166	HT-166	FL-70	FRTLINER	1FVABSAK13HK47581	2003
8801	Single Axle Dump Truck	18183	HT-183	TOPKICK	GMC	1GDK7C1C88F415891	2008
8801	Single Axle Dump Truck	18184	HT-184	TOPKICK	GMC	1GDK7C1C88F415851	2008
8802	Tandem Rock Bed Dump Truck	18155	HT-155	3654	INTL	1HTGHADR8WH614765	1998
8802	Tandem Rock Bed Dump Truck	18160	HT-160	FL-80	FRTLINER	1FVHBXAK51HJ24262	2001
8802	Tandem Rock Bed Dump Truck	18161	HT-161	FL-80	FRTLINER	1FVHBXAK71HJ24263	2001
8802	Tandem Rock Bed Dump Truck	10358	HT-358	M2	FRTLINER	1FVHCYDT0CDBE3155	2012
8802	Tandem Rock Bed Dump Truck	10387	HT-387	8100	INTL	1HSHCAHR9VH435943	1997
8803	Gin Truck	18154	HT-154	F800	FORD	1FDWF80C5VVA18079	1998
8803	Gin Truck	18195	HT-195	TOP KICK	GMC	1GDJ6C1336F434203	2006
8803	Gin Truck	10360	HT-360	F850	FORD	3FRNF6GD1AV268292	2010
8803	Gin Truck	10361	HT-361	F650	FORD	3FRWF6GD8AV268293	2010
8803	Gin Truck	10428	HT-428	UD2600N	NISSAN	JNAA410HOCAN15005	2012
8804	Water Truck	18106	HT-106	2854-4000	INTL	1HTGHNJR6MH309807	1991
8804	Water Truck	18107	HT-107	2854-2000	INTL	1HTGHNJR6MH309808	1991
8804	Water Truck	18119	HT-119	3654-3000	INTL	1HTGHN6R2PH518698	1993
8804	Water Truck	18120	HT-120	3654-4000	INTL	1HTGHN6R4PH518699	1993
8804	Water Truck	18129	HT-129	7000	GMC	1GDM7H1J9RJ516105	1994
8804	Water Truck	18131	HT-131	7000-2000	GMC	1GDM7D1Y0LV511039	1990
8804	Water Truck	18132	HT-132	7000	GMC	1GDM7D1Y7LV511037	1990
8804	Water Truck	10359	HT-359	F650	FORD	3FRWF65H98V650879	2008
8804	Powder Truck	18162	HT-162	FL-80	FRTLINER	1FVHBXAK91HJ24264	2001
8804	Powder Truck	10396	HT-396	5500	DODGE	3D6WU7EL8BG527545	2011
8806	Road Tractor	18163	HT-163	CH163	MACK	1M2AA18XYW125884	2000
8806	Road Tractor	18192	HT-192	T-800	KENWORTH	1NKDXUEX07J202933	2007
8806	Road Tractor	18193	HT-193	T-800	KENWORTH	1NKDXUEX07J202935	2007
8806	Road Tractor	10350	HT-350	CV713	MACK	1M1AG11Y98M022364	2006
8806	Road Tractor	10545	HT-545	CT660S	CAT	3HTJGTXKXEN032299	2014
8807	Fuel Truck	18173	HT-173	F750	FORD	3FRXF75P54V690288	2004
8807	Fuel Truck	18179	HT-179	M2	FRTLINER	1FVACYDC65HU48139	2005
8807	Fuel Truck	10304	HT-304	355	PETERBIL	2NPLLD0X66M681447	2006
8808	Oil Distributor Truck	18139	HT-139	7000 KODIAC	CHEV	1GBM7H1J2TJ100929	1996
8808	Oil Distributor Truck	18148	HT-148	F800	FORD	1FDXF80C4VVA33787	1997
8808	Oil Distributor Truck	18169	HT-169	4X2	INTL	1HTSCABN52H522290	2002

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Type	Description	Equip #	Descr	Model	Make	Serial #	Year
8808	Oil Distributor Truck	18194	HT-194	7300 CENT	INTL	1HTZZAAN38J633114	2007
8808	Oil Distributor Truck	10371	HT-371	7300	INTL	1HTZZAAN3AJ239845	2010
8809	One Ton Truck	10366	HT-366	F450	FORD	1FDUF4GT5BEA74913	2011
8809	One Ton Truck	10460	HT-460	C33903	GMC	1GDJG31K791902004	2009
8810	Grease Truck	18105	HT-105	G33903	GMC	1GD6G485A1901217	2010
8810	Grease Truck	18165	HT-165	7000	GMC	1GDG7D1B2KV520171	1989
8810	Grease Truck	10427	HT-427	F650	FORD	3FDWFF65HX2MA28684	2002
8811	Mechanic's Truck	18172	HT-172	338-13	HINO	5PVNV8JV1D4S53097	2013
8811	Mechanic's Truck	18178	HT-178	F450	FORD	1FDXF46P14EC14538	2004
8811	Mechanic's Truck	10246	HT-246	F650	FORD	3FRWF65S64V684977	2004
8811	Mechanic's Truck	10282	HT-282	C5500	CHEV	1GBE5C1968F413429	2008
8811	Mechanic's Truck	10357	HT-357	F-750	FORD	3FRNF75C88V039018	2008
8811	Mechanic's Truck	10426	HT-426	C70	CHEV	1GBJ7C1327F411258	2007
8811	Mechanic's Truck	10468	HT-468	F550	FORD	1FDUF5HTOCEC17868	2012
8811	Mechanic's Truck	185010	RE-5010	288A	HINO	5PVNJ8JG5D4S50054	2013
8811	Mechanic's Truck	156160	RE-6160				2000
8812	Flat Bed Truck	18152	HT-152	8500	GMC	1GDK7H1J8WJ502196	1988
8812	Flat Bed Truck	18153	HT-153	F800	FORD	1FDWFF80C3WVA18078	1898
8812	Flat Bed Truck	10321	HT-321	RAM 3500	DODGE	3D6WH4EL4AG112286	2010
8812	Flat Bed Truck	10388	HT-388	M2	FRTLINER	1FVACWDC15HV17355	2005
8813	1 1/2 Ton Truck	18180	HT-180	F450	FORD	1FDXF46P65EB98217	2005
8813	1 1/2 Ton Truck	18181	HT-181	F-450	FORD	1FDXF46P45EB98216	2005
8813	1 1/2 Ton Truck	10239	HT-239	C/K 4500	CHEV	1GBE4C19X8F405644	2008
8813	1 1/2 Ton Truck	10305	HT-305	F350	FORD	1FDWFF3HR3AEA31403	2010
8814	Crash Cushion Truck	18098	HT-98	C70	GMC	1GDM7D1B2HV527469	1987
8820	Street Sweeper	10406	HT-406	M2	FRTLINER	1FVACXBS9ADAS4379	2010
8821	#N/A	10504	HT-504	335	PETERBIL	2NPLLD9X86M639418	2006
8890	Water Supply Trailer	10290	PWT-290		HOMEMADE		2009
8890	Water Supply Trailer	10362	T-362	61205	HOMESTEAD	5HABE1218BN008457	2011
8890	Water Supply Trailer	10390	T-390	HOMESTREADER	HOMESTEAD	5HABE1212BN011887	2011
8890	Water Supply Trailer	17016	VWV-16	5000 GAL	SMITH		2007
8891	Office Trailer	17650	O-08	8 X 16	A1 PORTA		1994
8891	Office Trailer	17651	O-10	1040	MOBILE	3102	2003
8891	Office Trailer	17652	OS-9				1996
8892	Tool Trailer	18910	T-10		TRAIL	158930	1962
8892	Tool Trailer	18911	T-11		TRAIL	141327	1979
8892	Tool Trailer	18917	T-17		HMDE	KYT14034	2000
8892	Tool Trailer	10422	T-422		Homemade		2012
8892	Tool Trailer	18926	V-26		TRAIL	4100205211	2050
8892	Tool Trailer	18927	V-27		VAN		1968
8892	Tool Trailer	18929	V-29		FREUHAUF	MF26279	1967
8892	Tool Trailer	18930	V-30		TRAIL	AJIAISAHC64003	1973
8892	Tool Trailer	18932	V-32			112895	1985
8892	Tool Trailer	18934	V-34				1991
8892	Tool Trailer	18935	V-35	SE	TRIM	011AV94898	1980
8892	Tool Trailer	18936	V-36	UNKN	COPC	10868	1976
8892	Tool Trailer	10537	V-537	SE	DORSEY	1DTV91C13SA234482	1995
8892	Tool Trailer	10538	V-538	SE	DORSEY	1DTV91C18SA234641	1995
8893	Tri Axle Tag Trailer	18920	T-20	50DTL	INTERSTA	1JKDL5078M007303	2006
8894	Tandem Tag Trailer	18909	T-09		SSW	381273	1985
8894	Tandem Tag Trailer	18921	T-21		HARROD	048902242	1989
8894	Tandem Tag Trailer	10277	T-277		HURST	1H9T62329Y1057022	2000
8894	Tandem Tag Trailer	10278	T-278		HURST	1H9T6232531057011	2003
8894	Tandem Tag Trailer	10317	T-317		PROTRAK	5BNFG182XAW000296	2010
8894	Tandem Tag Trailer	10397	T-397	LP	PROTRAK	5BNLP2024BW000526	2011
8894	Tandem Tag Trailer	18946	T-46	TK24LP	Trail Ki	1TKC02626DR052146	2013
8894	Tandem Tag Trailer	18950	T-50		DORSEY	145141	1979
8894	Tandem Tag Trailer	10539	T-539	2240	GATOR	4Z1CB18284S008473	2004
8894	Tandem Tag Trailer	10555	T-555	T12SE	DITCH WI		2013
8894	Tandem Tag Trailer	10556	T-556		CTRA		2014
8894	Tandem Tag Trailer	18944	T-44	USC716TA2	US CARGO		2001
8895	Small Peanut Trailer	18945	T-45				2000
8895	Small Peanut Trailer	18948	T-48		HOMEMADE		2000
8896	High Boy Trailer	18903	HW-3	6X12	HOMESTEAD	5HABA102311010012	2001
8897	Low Boy Trailer	10319	LB-319		FREUHAUF	FWG628402	1968
8897	Low Boy Trailer	10320	LB-320	PRTN55TD-3	ETNYRE	1E92977438E111012	2008
8897	Low Boy Trailer	10351	LB-351	PRTN55TD-3	ETNYRE	1E92983688E111088	2008
8897	Low Boy Trailer	18941	LB-41		TRAIL KI	1TKJ05336B124874	2006
8897	Low Boy Trailer	18951	LB-51	60 TON	ROGERS	1RBH66500RAR21861	1994
8897	Low Boy Trailer	18952	LB-52	SSTA5053	TALBERT	40FG0533381026113	2007
900	Automobile	19003	A-03	SSTA5053	TALBERT	40FG0533781028947	2008
900	Automobile	19004	A-04	ALTIMA	NISSAN	1N4AL2AP8BN477502	2011
900	Automobile	19904	A-04	SILVERADO	CHEV	3GCUKTEJ2EG409635	2014
900	Automobile	19006	A-06	TAHOE	CHEV	1GNSKCE01CR155130	2012
				EXPEDITION	FORD	1FMJU2A55DEF59830	2013

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Job #	Name	Contract With	Bid Date	Last Work Date	Year Completed	Contract Amount
19	CLARK-MONTGOMERY I-64 R	SUBCONTRACT WITH THE WA	10/21/2011	9/18/2012	2013	\$ 934,335
200	MADISION COUNTY GROUP P	KY. TRANSPORTATION CABI	2/24/2012	7/30/2012	2013	\$ 384,292
201	BARNES MILL ROAD WIDENI	MADISON COUNTY FISCAL C	1/17/2012	8/20/2012	2012	\$ 658,294
203	CLARK COUNTY GROUP PAVI	KY. TRANSPORTATION CABI	4/20/2012	8/3/2012	2012	\$ 628,530
204	ROCKY MOUNTAIN ATV WARE	SUBCONTRACT WITH SULLIV	2/7/2012	6/5/2013	2013	\$ 874,435
207	MADISON COUNTY I-75 AT	KY. TRANSPORTATION CABI	7/13/2012	4/10/2013	2013	\$ 215,689
209	CLARK COUNTY KY. 89 BRI	SUBCONTRACT WITH M&M SE	1/27/2012	8/31/2012	2012	\$ 69,601
211	SOUTH MAIN ST. SEWER CO	SUBCONTRACT WITH FLO-LI	3/6/2012	9/27/2012	2012	\$ 91,761
212	CLARK COUNTY HIGH SCHOO	SUBCONTRACT WITH D.W. W	7/9/2012	10/20/2013	2013	\$ 112,385
213	MADISON COUNTY KY. 52 (	KY. TRANSPORTATION CABI	8/17/2012	5/22/2013	2013	\$ 370,389
214	MADISON COUNTY GROUP PA	KY. TRANSPORTATION CABI	8/17/2012	5/9/2013	2012	\$ 943,509
2215	CLARK COUNTY GROUP PAVI	KY. TRANSPORTATION CABI	8/17/2012	6/17/2013	2013	\$ 659,540
216	CLARK COUNTY HIGH SCHOO	CLARK COUNTY BOARD OF E	9/6/2012	4/29/2013	2013	\$ 313,680
218	CLARK COUNTY IN-PLACE P	KY. TRANSPORTATION CABI	2/8/2012	10/13/2012	2012	\$ 97,180
2220	LWR HWRDS CRK WWTP & PM	SUBCONTRACT WITH SMITH	9/26/2012	7/17/2013	2013	\$ 286,430
221	MADISON COUNTY IN-PLACE	KY. TRANSPORTATION CABI	2/8/2012	11/15/2012	2012	\$ 141,203
222	B.G.A.D. PAVING FALL 20	SUBCONTRACT WITH INTERS	9/24/2012	10/11/2013	2013	\$ 55,450
2200	MADISON COUNTY GROUP PA	KY. TRANSPORTATION CABI	3/22/2013	6/17/2013	2013	\$ 797,761
2302	CLARK COUNTY COLBY ROAD	KY. TRANSPORTATION CABI	4/19/2013	7/23/2013	2013	\$ 400,028
203	MADISON COUNTY U.S. 25	KY. TRANSPORTATION CABI	4/19/2013	9/10/2013	2013	\$ 334,897
205	CLARK COUNTY IN-PLACE P	KY. TRANSPORTATION CABI	2/12/2013	9/3/2013	2013	\$ 161,400
2307	MADISON COUNTY KY. 627	KY. TRANSPORTATION CABI	7/12/2013	11/4/2013	2013	\$ 1,041,044
213	MADISON AIRPORT RUNWAY	MADISON AIRPORT BOARD	7/9/2013	10/1/2013	2014	\$ 126,992
214	OLD WILDERNESS TRAIL RO	MADISON COUNTY FISCAL C	9/13/2013	4/25/2014	2014	\$ 691,355
2317	MADISON COUNTY IN-PLACE	KY. TRANSPORTATION CABI	2/21/2013	11/19/2013	2013	\$ 88,500
321	BEREA BYPASS SECTION 1	KY. TRANSPORTATION CABI	12/15/2006	4/4/2011	2011	\$ 18,457,324
222	I-75 DUNCANNON ROAD INT	KY. TRANSPORTATION CABI	12/15/2006	3/31/2011	2011	\$ 25,058,786
227	BARNES MILL ROAD DESIGN	MADISON COUNTY FISCAL C	9/21/2007	7/29/2011	2011	\$ 5,195,589
302	OTTER CREEK WWTP PAVING	JUDY CONSTRUCTION	2/1/2008	11/18/2010	2010	\$ 411,397
209	OTTER CREEK SYSTEM IMPR	RICHMOND UTILITIES	5/7/2009	7/26/2011	2011	\$ 877,285
210	U.S. 25 LEFT TURN LANE	KY. TRANSPORTATION CABI	7/24/2009	11/10/2011	2011	\$ 972,352
2914	TATES CREEK PUMP STATIO	SUBCONTRACT WITH TEAM C	5/6/2009		2010	\$ 52,025
215	MADISON AIRPORT PARALLE	SUBCONTRACT WITH KAY &	6/23/2009	6/9/2010	2010	\$ 405,242
218	B.G.A.D. D.O. 9X05 PAVI	SUBCONTRACT WITH INTERS	11/17/2009	11/22/2009	2010	\$ 84,165
2919	B.G.A.D. D.O. 9X07 PAVI	SUBCONTRACT WITH INTERS	11/17/2009	4/23/2010	2010	\$ 382,418
221	OLD WILDERNESS TRAIL &	MADISON COUNTY FISCAL C	11/6/2009	9/16/2010	2010	\$ 611,453
210	CLARK COUNTY ROADS RESU	CLARK COUNTY FISCAL COU	4/27/2010	11/17/2010	2010	\$ 225,456
3001	MADISON COUNTY ROADS RE	MADISON COUNTY FISCAL C	4/29/2010	10/15/2010	2010	\$ 400,148
2002	KIT CARSON DRIVE & UNIV	EASTERN KENTUCKY UNIVER	4/23/2010	7/30/2010	2010	\$ 109,095
213	RICHMOND STREET MILLING	CITY OF RICHMOND	7/1/2010	8/23/2010	2010	\$ 578,967
204	WINCHESTER STREET MILLI	CITY OF WINCHESTER	8/5/2010	5/16/2011	2011	\$ 156,923
2005	E.K.U. PATCHING & PAVIN	EASTERN KENTUCKY UNIVER	7/29/2010	10/12/2010	2010	\$ 59,053
216	MADISON COUNTY ROADS RE	MADISON COUNTY FISCAL C	4/29/2010	11/18/2010	2010	\$ 736,635
208	COOK AVENUE BRIDGE REMO	CLARK COUNTY FISCAL COU	9/21/2010	12/9/2010	2010	\$ 62,430
2010	SMITH STATION CT'S 9 &	EAST KENTUCKY POWER COO	9/21/2010	11/5/2010	2010	\$ 122,913
211	BEREA STREET MILLING &	CITY OF BEREA	10/5/2010	11/3/2011	2011	\$ 182,702
213	CLARK COUNTY ROADS RESU	CLARK COUNTY FISCAL COU	10/25/2010	11/15/2010	2010	\$ 161,918
2100	E.K.P. DALE STATION PON	EAST KENTUCKY POWER COO	3/8/2011	7/11/2011	2011	\$ 552,042
204	CLARK COUNTY ROADS RESU	CLARK COUNTY FISCAL COU	5/10/2011	5/31/2011	2011	\$ 200,659
213	E.K.U. PATCHING/PAVING	EASTERN KENTUCKY UNIVER	6/21/2011	7/28/2011	2011	\$ 302,653
207	MADISON CO. ROADS RESUR	MADISON COUNTY FISCAL C	5/2/2011	10/15/2011	2011	\$ 591,079
209	WINCHESTER STREET MILL/	CITY OF WINCHESTER	8/9/2011	10/13/2011	2011	\$ 201,247
212	CABIN CREEK ROAD RESURF	CLARK COUNTY FISCAL COU	8/23/2011	9/19/2011	2011	\$ 109,296
213	RICHMOND STREET MILLING	CITY OF RICHMOND	8/24/2011	10/2/2011	2011	\$ 404,027
214	BROADWAY PARKING LOT FO	CLARK COUNTY FISCAL COU	9/13/2011	11/1/2011	2011	\$ 79,121

Jobs Complete > \$50k

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Job #	Name	Contract With	Bid Date	Last Work Date	Year Completed	Contract Amount
3200	CLARK COUNTY ROADS RESU	CLARK COUNTY FISCAL COU	5/9/2012	7/20/2012	2012	\$ 167,747
3201	E.K.U. PATCHING/PAVING	EASTERN KENTUCKY UNIVER	5/11/2012	6/29/2012	2012	\$ 180,000
3202	BEREA UTILITIES EMERGEN	CITY OF BEREA	5/21/2012	7/10/2012	2012	\$ 85,251
3203	E.K.P. HEADQUARTERS PIP	EAST KENTUCKY POWER	5/10/2012	7/12/2012	2012	\$ 61,355
3204	MADISON COUNTY KY. 627	KY. TRANSPORTATION CABI	5/18/2012	8/12/2012	2012	\$ 193,783
3205	MADISON COUNTY ROADS RE	MADISON COUNTY FISCAL C	5/14/2012	11/6/2012	2012	\$ 753,049
3206	BEREA CITY STREET MILLI	CITY OF BEREA	8/7/2012	9/10/2012	2012	\$ 252,390
3207	RICHMOND CITY STREET MI	CITY OF RICHMOND	8/20/2012	10/9/2012	2012	\$ 535,445
3208	WINCHESTER STREET MILLI	CITY OF WINCHESTER	9/10/2012	10/12/2012	2012	\$ 202,082
3209	SHORTLINE PIKE EXTENSIO	CITY OF BEREA	9/7/2012	3/8/2013	2012	\$ 153,541
3210	CLARK COUNTY ROADS PAVI	CLARK COUNTY FISCAL COU	10/23/2012	11/15/2012	2012	\$ 564,869
3300	MADISON COUNTY KY. 52 R	KY. TRANSPORTATION CABI	3/22/2013	5/22/2013	2013	\$ 146,394
3301	HANCOCK CREEK LANDFILL	EAST KENTUCKY POWER COO	5/17/2013	9/17/2013	2013	\$ 92,679
3302	MADISON COUNTY KY. 388	KY. TRANSPORTATION CABI	5/24/2013	9/10/2013	2013	\$ 229,495
3304	MAYDE ROAD-KY. 595 BIK	CITY OF BEREA	8/6/2013	12/17/2013	2013	\$ 95,871
3305	CLARK COUNTY ROADS PAVI	CLARK COUNTY FISCAL COU	8/27/2013	10/28/2013	2013	\$ 453,762
3306	WINCHESTER STREET MILLI	CITY OF WINCHESTER	9/5/2013	11/7/2013	2013	\$ 191,888
3307	RICHMOND CITY STREET MI	CITY OF RICHMOND	9/11/2013	10/10/2013	2013	\$ 518,158
3308	MADISON COUNTY ROADS RE	MADISON COUNTY FISCAL C	9/19/2013	11/13/2013	2013	\$ 1,021,730
3309	Berea City Streets 2013	City of Berea	9/17/2013	11/11/2013	2013	\$ 197,332
3901	E.K.P. DALE STATION PON	EAST KENTUCKY POWER COO	3/18/2009	6/4/2011	2011	\$ 1,877,862
3905	WINCHESTER STREETS MILL	CITY OF WINCHESTER	8/3/2009	5/27/2010	2010	\$ 162,442
3911	MADISON COUNTY GROUP PA	KY. TRANSPORTATION CABI	11/20/2009	5/25/2010	2010	\$ 245,259
3912	MADISON COUNTY GROUP PA	KY. TRANSPORTATION CABI	12/11/2009	4/28/2010	2010	\$ 60,630
4001	BOYLE COUNTY ROADS RESU	BOYLE COUNTY FISCAL COU	4/1/2010	11/3/2010	2010	\$ 196,170
4002	WASHINGTON COUNTY KY. 1	KY. TRANSPORTATION CABI	5/28/2010	10/27/2010	2010	\$ 106,029
4005	LINCOLN CO. FISCAL COUR	LINCOLN CO. FISCAL COUR	6/29/2010	8/12/2010	2010	\$ 246,094
4007	GARRARD COUNTY ROADS RE	GARRARD COUNTY FISCAL C	3/8/2010	11/10/2010	2010	\$ 426,756
4008	GARRARD COUNTY ROGERS R	KY. TRANSPORTATION CABI	9/17/2010	5/11/2011	2011	\$ 224,232
4012	BOYLE COUNTY FORKLAND R	KY. TRANSPORTATION CABI	10/22/2010	5/6/2011	2011	\$ 165,696
4100	LINCOLN CO. FISCAL COUR	LINCOLN CO. FISCAL COUR	12/14/2010	4/25/2011	2011	\$ 240,266
4101	GARRARD FISCAL COURT 20	GARRARD FISCAL COURT	2/14/2011	8/1/2011	2011	\$ 242,316
4102	DANVILLE CITY STREETS S	CITY OF DANVILLE	4/27/2011	11/9/2011	2011	\$ 169,735
4103	BOYLE FISCAL COURT 2011	BOYLE FISCAL COURT	5/10/2011	9/12/2011	2011	\$ 260,580
4104	LINCOLN FISCAL COURT MA	LINCOLN FISCAL COURT	5/24/2011	10/15/2011	2011	\$ 248,456
4105	BOYLE COUNTY FORKLAND R	KY. TRANSPORTATION CABI	6/17/2011	10/12/2011	2011	\$ 154,471
4107	Deer Run Subdivision 20	Garrard Fiscal Court	7/25/2011		2012	\$ 66,860
4109	RIVER VIEW SUBDIVISION	GARRARD COUNTY FISCAL C	7/21/2011	9/14/2011	2011	\$ 116,255
4110	BOYLE FISCAL COURT FALL	BOYLE FISCAL COURT	9/15/2011	11/5/2011	2011	\$ 234,950
4111	GARRARD COUNTY ROADS RE	GARRARD COUNTY FISCAL C	9/30/2011	11/9/2011	2011	\$ 157,967
4112	LINCOLN FISCAL COURT FA	LINCOLN FISCAL COURT	10/4/2011	10/17/2011	2011	\$ 197,918
4200	BOYLE CO. LEBANON RD-JA	KY. TRANSPORTATION CABI	4/20/2012	9/6/2012	2012	\$ 237,302
4201	DANVILLE CITY STREETS S	CITY OF DANVILLE	4/26/2012	6/4/2012	2012	\$ 201,008
4202	BOYLE COUNTY KY. 1822 C	KY. TRANSPORTATION CABI	5/18/2012	9/10/2012	2012	\$ 105,527
4204	Deer Run Resurfacing	City of Lancaster	5/31/2012	6/27/2012	2012	\$ 58,674
4206	BOYLE COUNTY KY. 37 (WH	KY. TRANSPORTATION CABI	7/13/2012	9/27/2012	2012	\$ 195,593
4208	BOYLE FISCAL COURT 2012	BOYLE FISCAL COURT	8/2/2012	11/2/2012	2012	\$ 324,741
4209	GARRARD COUNTY FISCAL C	GARRARD COUNTY FISCAL C	2/20/2012	11/1/2012	2012	\$ 177,461
4211	LINCOLN FISCAL COURT 20	LINCOLN FISCAL COURT	6/29/2012	11/13/2012	2012	\$ 269,665
4212	DANVILLE CITY STREETS F	CITY OF DANVILLE	9/13/2012	10/1/2012	2012	\$ 189,497
4303	LINCOLN FISCAL COURT 20	LINCOLN FISCAL COURT	7/25/2013	10/24/2013	2013	\$ 242,460
4304	DANVILLE CITY STREETS 2	CITY OF DANVILLE	7/25/2013	10/20/2013	2013	\$ 54,424
4306	GARRARD COUNTY ROADS PA	GARRARD COUNTY FISCAL C	2/21/2013	11/4/2013	2013	\$ 726,280
4307	BOYLE COUNTY ROADS PAVI	BOYLE COUNTY FISCAL COU	8/22/2013	10/24/2013	2013	\$ 354,320
4309	PERRYVILLE STREETS SURF	CITY OF PERRYVILLE	8/26/2013	9/25/2013	2013	\$ 74,980

Jobs Complete > \$50k

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Job #	Name	Contract With	Bid Date	Last Work Date	Year Completed	Contract Amount
000	LINCOLN COUNTY U.S. 27	KY. TRANSPORTATION CABI	3/26/2010	12/1/2010	2010	\$ 2,181,183
5001	KY. 39 RESURFACING 3/26	KY. TRANSPORTATION CABI	3/26/2010	6/4/2010	2010	\$ 518,818
002	U.S. 68 MARION-BOYLE CO	KY. TRANSPORTATION CABI	3/26/2010	10/5/2011	2011	\$ 6,700,135
003	BOYLE IN-PLACE SPRING 2	KYDOT	5/21/2010	7/26/2010	2010	\$ 245,990
005	BOYLE GROUP PAVING KY.	KY. TRANSPORTATION CABI	5/28/2010	4/18/2011	2010	\$ 694,757
006	GARRARD COUNTY IN-PLACE	KY. TRANSPORTATION CABI	3/19/2010	6/30/2010	2010	\$ 290,688
007	U.S. 27 RESURFCING 7/30	KY. TRANSPORTATION CABI	7/30/2010	10/27/2010	2010	\$ 669,517
008	LINCOLN COUNTY GROUP PA	KY. TRANSPORTATION CABI	7/30/2010	10/14/2010	2010	\$ 502,452
5010	GARRARD COUNTY U.S. 27	KY. TRANSPORTATION CABI	8/27/2010	10/29/2010	2010	\$ 364,460
012	BOYLE COUNTY IN-PLACE P	KY. TRANSPORTATION CABI	3/19/2010	11/8/2010	2010	\$ 107,975
012	LINCOLN COUNTY GROUP PA	KY. TRANSPORTATION CABI	5/20/2011	7/12/2011	2011	\$ 356,199
5103	LINCOLN COUNTY IN-PLACE	SUBCONTRACT WITH ELMO G	2/25/2011	7/5/2011	2011	\$ 90,641
014	GARRARD COUNTY U.S. 27	KY. TRANSPORTATION CABI	6/17/2011	8/18/2011	2011	\$ 479,435
015	BOYLE COUNTY U.S. 127 R	KY. TRANSPORTATION CABI	6/17/2011	9/14/2011	2011	\$ 1,161,318
5106	LINCOLN COUNTY MASON GA	SUBCONTRACT WITH TODD J	5/20/2011	10/7/2011	2011	\$ 114,079
017	GARRARD COUNTY KY. 3246	KY. TRANSPORTATION CABI	8/19/2011	11/15/2011	2011	\$ 403,923
018	GARRARD COUNTY IN-PLACE	KY. TRANSPORTATION CABI	2/25/2011	9/27/2011	2011	\$ 141,744
5201	LINCOLN CO. KY. 78 PAVI	KY. TRANSPORTATION CABI	2/24/2012	12/13/2012	2012	\$ 628,940
022	LINCOLN CO. KY. 78 PAVI	KY. TRANSPORTATION CABI	3/23/2012	11/17/2012	2012	\$ 601,028
023	GARRARD CO. BUCKEYE ROA	KY. TRANSPORTATION CABI	3/23/2012	9/6/2012	2012	\$ 491,722
024	LINCOLN COUNTY GROUP PA	KY. TRANSPORTATION CABI	5/18/2012	9/10/2012	2012	\$ 517,183
5205	GARRARD-JESSAMINE COUNT	KY. TRANSPORTATION CABI	5/18/2012	4/2/2013	2012	\$ 859,224
027	GARRARD COUNTY MT. HEBR	KY. TRANSPORTATION CABI	8/17/2012	11/20/2012	2012	\$ 421,197
028	LINCOLN COUNTY IN-PLACE	KY. TRANSPORTATION CABI	2/8/2012	10/13/2012	2013	\$ 73,781
5209	GARRARD COUNTY IN-PLACE	KY. TRANSPORTATION CABI	2/8/2012	1/31/2013	2013	\$ 236,156
0210	LINCOLN COUNTY KY. 78 C	KY. TRANSPORTATION CABI	11/16/2012	1/17/2014	2014	\$ 1,148,915
030	LINCOLN COUNTY U.S. 27	KY. TRANSPORTATION CABI	3/22/2013	7/1/2013	2013	\$ 1,501,362
5301	LINCOLN COUNTY U.S. 127	KY. TRANSPORTATION CABI	4/19/2013	8/19/2013	2013	\$ 738,602
0302	LINCOLN COUNTY IN-PLACE	KY. TRANSPORTATION CABI	2/12/2013	7/29/2013	2013	\$ 64,947
0303	LINCOLN COUNTY GROUP PA	KY. TRANSPORTATION CABI	5/24/2013	7/12/2013	2012	\$ 612,710
5304	BOYLE COUNTY IN-PLACE P	KY. TRANSPORTATION CABI	2/12/2013	9/26/2013	2013	\$ 239,416
5306	LINCOLN COUNTY IN-PLACE	KY. TRANSPORTATION CABI	2/12/2013	8/7/2013	2013	\$ 77,556
0307	BOYLE COUNTY KY. 34 PAV	KY. TRANSPORTATION CABI	7/12/2013	9/11/2013	2013	\$ 710,868
5309	GARRARD COUNTY KENNEDY	KY. TRANSPORTATION CABI	7/12/2013	10/8/2013	2013	\$ 448,094
5310	DANVILLE-BOYLE COUNTY A	DANVILLE-BOYLE COUNTY A	7/26/2013	11/11/2013	2013	\$ 332,563
0311	GARRARD COUNTY IN-PLACE	KY. TRANSPORTATION CABI	2/12/2013	9/24/2013	2013	\$ 242,981
0309	CORRELL PROPERTY WASTE	BLUEGRASS FARMS & WOODL	10/13/2008	6/4/2010	2010	\$ 123,530
5901	LINCOLN-ROCKCASTLE COUN	KY. TRANSPORTATION CABI	4/24/2009	9/24/2011	2011	\$ 20,833,753
0310	Overlay Runways and Tax	Danville / Boyle Airpor	4/15/2009	3/20/2010	2010	\$ 1,184,194
0311	Apron Extension Danvill	Danville/Boyle Airport	7/20/2009	5/18/2010	2010	\$ 407,115
5309	DANVILLE SQUARE	BILL MCANLY	6/21/2012	7/19/2012	2012	\$ 111,860
0314	KU WAREHOUSE LOT	KU	8/1/2012	10/23/2012	2012	\$ 78,523
0303	VERNON HELTON COMMERCIA	VERNON HELTON	8/26/2013	8/29/2013	2013	\$ 64,409
0302	NICHOLASVILLE CITY STRE	CITY OF NICHOLASVILLE	9/20/2010	6/6/2011	2011	\$ 92,099
0101	JESSAMINE COUNTY ROADS	JESSAMINE COUNTY FISCAL	5/17/2011	11/14/2011	2011	\$ 50,566
0302	NICHOLASVILLE STREET RE	CITY OF NICHOLASVILLE	9/22/2011	10/24/2011	2011	\$ 74,746
0310	KY. 169 ALUMINUM BOX CU	KY. TRANSPORTATION CABI	8/23/2011	10/27/2011	2011	\$ 60,178
0301	JESSAMINE COUNTY ROADS	JESSAMINE COUNTY FISCAL	5/17/2011	6/27/2012	2012	\$ 71,441
0304	NICHOLASVILLE MILLING &	CITY OF NICHOLASVILLE	8/24/2012	10/12/2012	2012	\$ 87,008
0306	JESSAMINE COUNTY ROADS	JESSAMINE COUNTY FISCAL	5/1/2012	10/22/2012	2012	\$ 69,349
0300	RINEY-B RECREATIONAL TR	NICHOLASVILLE/JESSAMINE	5/29/2012	5/3/2013	2013	\$ 114,922
0301	MAIN STREET IN WILMORE	KY. TRANSPORTATION CABI	6/14/2013	10/30/2013	2013	\$ 93,455
0303	NICHOLASVILLE MILLING &	CITY OF NICHOLASVILLE	8/22/2013	9/19/2013	2013	\$ 140,405
0300	UNIVERSITY DRIVE BIKE L	UNIVERSITY OF KENTUCKY	5/30/2013	8/23/2013	2013	\$ 111,755
0302	JESSAMINE COUNTY ROADS	JESSAMINE COUNTY FISCAL	6/2/2009	9/30/2010	2010	\$ 139,648

Jobs Complete > \$50k

The Allen Company, Inc.
Jobs Completed Last 3 Years

Run Date: 12/19/2014

Job #	Name	Contract With	Bid Date	Last Work Date	Year Completed	Contract Amount
8000	U.S. 27 NICHOLASVILLE R	KY. TRANSPORTATION CABI	3/26/2010	10/21/2010	2010	\$ 500,946
8003	U.S. 68 RESURFACING FRO	KY. TRANSPORTATION CABI	6/25/2010	8/30/2010	2010	\$ 490,422
8004	U.S. 27X (MAIN STREET N	KY. TRANSPORTATION CABI	8/27/2010	11/13/2010	2010	\$ 232,346
8005	JESSAMINE COUNTY GROUP	KY. TRANSPORTATION CABI	9/17/2010	7/29/2011	2011	\$ 125,785
8006	JESAMINE COUNTY IN-PLAC	KY. TRANSPORTATION CABI	3/19/2010	11/12/2010	2010	\$ 63,956
8051	NICHOLASVILLE STREETSCA	CITY OF NICHOLASVILLE	5/25/2010	3/20/2013	2012	\$ 2,019,759
8100	CLAYS MILL RD IMPRVMNT	SUBCONTRACT WITH WOODAL	12/22/2010	7/10/2012	2012	\$ 286,436
8101	JESSAMINE CO. KY. 29 RE	KY. TRANSPORTATION CABI	3/18/2011	10/31/2011	2011	\$ 282,780
8103	JESSAMINE COUNTY GROUP	KY. TRANSPORTATION CABI	6/17/2011	9/14/2011	2011	\$ 150,931
8150	U.S. 68 (HARRODSBURG RO	KY. TRANSPORTATION CABI	4/18/2011	8/5/2011	2011	\$ 289,242
8200	TATES CREEK ROAD PAVING	KY. TRANSPORTATION CABI	3/23/2012	11/8/2012	2013	\$ 108,425
8201	JESSAMINE COUNTY GROUP	KY. TRANSPORTATION CABI	7/13/2012	11/8/2012	2012	\$ 201,262
8250	WILMORE STREETSCAPE & P	CITY OF WILMORE	3/1/2012	10/7/2013	2013	\$ 2,544,168
8251	CROSSFIELD DRIVE EXTENS	CITY OF VERSAILLES	3/28/2012	12/11/2013	2013	\$ 2,038,254
8252	JESSAMINE COUNTY KY. 16	KY. TRANSPORTATION CABI	5/18/2012	4/3/2013	2012	\$ 247,676
8754	U.S. 68 HARRODSBURG RD	KY. TRANSPORTATION CABI	10/19/2007	11/20/2012	2011	\$ 29,799,794
8755	NICHOLASVILLE WATER TRE	SUBCONTRACT WITH JUDY C	9/22/2007	5/6/2010	2010	\$ 97,807
8900	B.G. AIRPORT PHASE II T	SUB WITH THE HAYDEN CO	3/10/2009	4/19/2010	2010	\$ 141,131
8951	LEXINGTON STREETSCAPE M	SUBCONTRACT WITH ATS CO	6/19/2009	11/17/2009	2010	\$ 552,532
9050	Brighton East Townhomes	Matt Foster - Main Stre	3/1/2010	11/5/2010	2010	\$ 148,265
9152	WALNUT SPRING FARM PAVI	BRIAN WOOD-WALNUT SPRI	4/18/2011	7/22/2011	2011	\$ 52,635
9252	SPACE CENTER STORAGE NE	SPACE CENTER STORAGE	4/12/2012	6/26/2012	2012	\$ 56,210

Jobs Complete > \$50k

Back Log Report

Job #	Name	Contract With	County	State ID #	PCN #	Total Revenue	Earnings-To Date	Remaining Amount
Total of All Jobs								
2416	MADISON COUNTY I-75 MIL	KY. TRANSPORTATION CABI	Madison	MADISON COUNTY NHPP IM	141268	\$ 72,905,140	\$ 41,838,122	\$ 31,069,018
2420	CLARK COUNTY U.S. 60 LE	KY. TRANSPORTATION CABI	Clark	CLARK COUNTY STP 7252 (	141062	\$ 9,426,609	\$ 1,159,588	\$ 8,267,021
2319	MADISON-GARRARD COUNTIE	SUBCONTRACT WITH HI-VIE	Garrard	MADISON-GARRARD COUNTIE		\$ 5,379,941	\$ 16,500	\$ 5,363,441
2414	MADISON AIRPORT APRON E	MADISON AIRPORT BOARD	Madison			\$ 3,749,558	\$ 183,900	\$ 3,565,658
1411	WOODLAWN CROSSING - WAL	TURNBULL-WAHLERT CONSTR	Madison			\$ 1,893,617	\$ 302,332	\$ 1,591,286
2316	MADISON COUNTY MENELAUS	KY. TRANSPORTATION CABI	Madison	MADISON COUNTY JL04 076		\$ 1,574,120	\$ 9,300	\$ 1,564,820
2418	MADISON COUNTY GROUP PA	KY. TRANSPORTATION CABIN	Madison	MADISON COUNTY 076GR14R	143362	\$ 5,234,896	\$ 3,831,071	\$ 1,403,825
2419	B.G.A.P.P. EDT SITEWO	SUBCONTRACT WITH PANGEA	Madison			\$ 1,137,235	\$ 5,000	\$ 1,132,235
5313	SPEARS CREEK SEWAGE LAG	CITY OF DANVILLE	Boyle			\$ 1,017,315	\$ 18,700	\$ 998,615
2224	CLARK COUNTY MT. PARKWA	KY. TRANSPORTATION CABI	Clark	CLARK COUNTY NH 0061 (0	121381	\$ 2,501,312	\$ 1,535,137	\$ 966,175
7401	WOODFORD CO. FISCAL COU	WOODFORD CO. FISCAL COU	Woodford			\$ 9,503,228	\$ 8,594,865	\$ 908,363
8402	JESSAMINE COUNTY KY. 16	KY. TRANSPORTATION CABI	Jackson	JESSAMINE COUNTY FD05 0		\$ 677,484	\$ 116,858	\$ 560,626
8451	RINEY PARK STORWATER DE	CITY OF NICHOLASVILLE	Jessamine			\$ 778,479	\$ 273,897	\$ 504,582
2407	MADISON-GARRARD COUNTIE	KY. TRANSPORTATION CABI	Jackson	GARRARD-MADISON 121GR14	144113	\$ 500,475	\$ 139,956	\$ 360,519
5410	LINCOLN COUNTY KY. 39 B	KY. TRANSPORTATION CABI	Lincoln	LINCOLN COUNTY FD05 069		\$ 311,565	\$ 1,200	\$ 310,365
1330	GOLDEN OAKS	ALLEN GRANT	Madison			\$ 527,191	\$ 222,193	\$ 304,998
7400	JESSAMINE COUNTY ROADS	JESSAMINE COUNTY FISCAL	Jessamine			\$ 301,457	\$ 99,616	\$ 201,841
8203	WOODFORD CO. PART OF FA	KYTC (SUBCONTRACT WITH	Woodford	FAYETTE-WOODFORD COUNTI	121380	\$ 2,291,061	\$ 2,089,582	\$ 201,480
2102	ESTILL COUNTY KY. 89 RE	KY. TRANSPORTATION CABI	Jessamine	ESTILL COUNTY JL03 033	111004	\$ 7,449,872	\$ 7,269,053	\$ 180,818
3400	CLARK COUNTY ROADS RESU	CLARK COUNTY FISCAL COU	Clark			\$ 493,938	\$ 326,535	\$ 167,403
5308	BOYLE COUNTY U.S. 150 (	KY. TRANSPORTATION CABI	Boyle	BOYLE COUNTY FD05 011 0	132360	\$ 1,437,755	\$ 1,292,520	\$ 145,235
8403	SOUTHLAND DRIVE BIKE LA	L.F.U.C.G.	Fayette			\$ 479,545	\$ 335,968	\$ 143,577
9350	THE FAIRWAYS AT ANDOVER	FAIRWAYS AT ANDOVER, LL	Fayette			\$ 1,799,147	\$ 1,655,756	\$ 143,390
7306	JESSAMINE STATION ROAD	KY. TRANSPORTATION CABI	Jessamine	JESSAMINE COUNTY FD39 0		\$ 185,570	\$ 52,983	\$ 132,588
6401	PHILLIPS LIGHTING DECOM	SUBCONTRACT WITH ABCSCOP	Boyle			\$ 218,348	\$ 88,638	\$ 129,710
5109	CASEY COUNTY KY. 1649 U	KY. TRANSPORTATION CABI	Jackson	CASEY COUNTY JL03 023 1	111040	\$ 4,245,231	\$ 4,121,627	\$ 123,604
1325	J&T Distributing	Calhoun Construction S	Clark			\$ 115,390	\$ -	\$ 115,390
5307	BOYLE COUNTY KY. 34 PAV	KY. TRANSPORTATION CABI	Boyle	BOYLE COUNTY FD05 011 0	132346	\$ 710,868	\$ 603,240	\$ 107,628
1412	DAVID AND ASSOCIATES PA	DAVID AND ASSOCIATES	Madison			\$ 148,203	\$ 50,008	\$ 98,195
8400	CENTRE MEADOWS PAVING B	CENTRE MEADOWS, LLC	Fayette			\$ 92,040	\$ 4,137	\$ 87,903
2315	MADISON COUNTY GROUP PA	KY. TRANSPORTATION CABI	Jackson	MADISON COUNTY 076 GR13		\$ 1,120,877	\$ 1,035,468	\$ 85,409
8254	WOODFORD COUNTY U.S. 60	SUBCONTRACT WITH H.G. M	Woodford	WOODFORD COUNTY NH -1601	121067	\$ 2,781,625	\$ 2,698,333	\$ 83,293
2402	MADISON COUNTY E.O.C. P	MADISON COUNTY FISCAL C	Madison			\$ 80,029	\$ -	\$ 80,029
2312	FRANKLIN COI-64 REHAB M	SUBCONTRACT WITH HG MAY	Scott	FD04 SPP 037 0064 053-0		\$ 737,445	\$ 658,524	\$ 78,921
2410	B.G.A.P.P. ROADS & PA	BECHTEL NATIONAL, INC.	Madison		00-HC3-C0	\$ 823,243	\$ 747,531	\$ 75,712
8406	WARNER ELEMENTARY SCHOC	SUBCONTRACT WITH D.W. W	Jessamine			\$ 75,502	\$ 2,700	\$ 72,802
2413	CLARK COUNTY GROUP PAVI	KY. TRANSPORTATION CABI	Clark	CLARK COUNTY 025GR14R06	143339	\$ 597,747	\$ 529,735	\$ 68,012
8404	JESSAMINE COUNTY GROUP	KY. TRANSPORTATION CABI	Jessamine	JESSAMINE COUNTY 057GR1	143328	\$ 189,055	\$ 129,369	\$ 59,686
5205	GARRARD-JESSAMINE COUNT	KY. TRANSPORTATION CABI	Jackson	GARRRD-JESSAMINE COUNTI	122169	\$ 859,224	\$ 800,316	\$ 58,908

**Ine Allen Company
Back Log Report**

Run Date: 12/19/2014

Job #	Name	Contract With	County	State ID #	PCN #	Total Revenue	Earnings-To Date	Remaining Amount
5207	GARRARD COUNTY MT. HEBR	KY. TRANSPORTATION CABI	Garrard	GARRARD COUNTY CB06 040	123341	\$ 421,197	\$ 368,987	\$ 52,210
5407	GARRARD COUNTY IN-PLACE	KY. TRANSPORTATION CABI	Garrard	GARRARD COUNTY DO 625 1		\$ 145,669	\$ 93,700	\$ 51,969
5409	GARRARD COUNTY E.O.C. P	GARRARD COUNTY FISCAL C	Garrard			\$ 50,662	\$ 300	\$ 50,362
5315	DANVILLE WATER TREATMEN	SUBCONTRACT WITH JUDY C	Boyle			\$ 49,515	\$ -	\$ 49,515

The Allen Company, Inc
Superintendent and Foremen Work Experience

Chris Frazier

Superintendent 9 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Clark Regional Medical Center Signs, Paving, Utilities, Rock Blasting, Traffic Control
- Woodford Co. US 60 Paving and Utility Work
- Bluegrass Memorial Gardens Paving
- Woodford 62: Milling, and Sidewalks
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Nicholasville Streetscapes Milling, Sidewalk, Curb and Gutter, Decorative Pavers, Precast Pavement, DGA Base, Cement Concrete Base, Permanent Anchor Tieback, Stone Veneer, Remove and Place Materials, Rehab Storm Drain, Utilities,

Terry Patton

Superintendent 41 years with The Allen Company, Inc.

Work Experience Includes, but is not limited to

- Madison County Group Paving Milling, Resurfacing, Planing, Traffic Control, Signs
- White Hall Roadway Improvements Milling, Paving, Resurfacing, Concrete Headwalls, Entrance Pavement, Signs, Traffic Control, Culverts
- Madison Airport Runway Trenching, Road Planing & Surface Removal, Embankment in Place, Asphalt Paving, Concrete Work, Ditching and Shouldering

Lee Gallion

Superintendent 22 years with The Allen Company, Inc.

Work Experience Includes, but is not limited to

- Madison Co US 25 Reconstruction: Milling, Asphalt Paving, Concrete work, Concrete Sawing, Entrance Pavement, Sidewalks, Curbs, Gutters
- Bratcher Lane Improvements: Asphalt Paving, Concrete Entrance Pavement, Curb and Gutter, Undercut Excavation, Channel Lining, Sidewalk, Pipe Construction, Headwalls, Utility work, Seeding, Fencing, Culverts
- Berea Bypass Chip and Seal, DGA Base, Pipeline Construction, Soil Stabilization, Concrete Headwalls, Curb and Gutter, Entrance Pavement, Rock Blasting, Remove & Place Materials, Portland Cement, Traffic Control, Barrier Walls, Steel Pipe

Tommy Lisle

Superintendent 27 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching
- Madison Airport Runway Trenching, Road Planing & Surface Removal, Embankment in Place, Asphalt Paving, Concrete Work, Ditching and Shouldering

The Allen Company, Inc
Superintendent and Foremen Work Experience

Mitchell Banks

Foreman 35 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching

David Carpenter

Foreman 17 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters

John Conaster

Foreman 25 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters

Duane Green

Foreman 7 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Clark Regional Medical Center Signs, Paving, Utilities, Pipeline Construction, Rock Blasting, Traffic Control
- WhiteHall Roadway Improvements Paving, Milling, Grinding, Traffic Control, Signs, Ground in Rumble Strips
- Croxton Way Street Extension Paving, Staking, Traffic Control, Paving
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching

The Allen Company, Inc
Superintendent and Foremen Work Experience

Terry Helton

Foreman 20 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark Regional Medical Center Signs, Paving, Utilities, Pipeline Construction, Rock Blasting, Traffic Control
-

Codi Jones

Foreman 6 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- WhiteHall Roadway Improvements Paving, Milling, Grinding, Traffic Control, Signs, Ground in Rumble Strips
- Madison Co US 25 Resurfacing Paving Milling & Texturing, Ground in Rumble Strips, Grinding & Milling, Road Planing & Surface Removal, Surface Planing & Texturing
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching
-

Roger Turner

Foreman 29 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- WhiteHall Roadway Improvements Paving, Milling, Grinding, Traffic Control, Signs, Ground in Rumble Strips
- Madison Co US 25 Resurfacing Paving Milling & Texturing, Ground in Rumble Strips, Grinding & Milling, Road Planing & Surface Removal, Surface Planing & Texturing
- Berea Bypass Chip and Seal, DGA Base, Pipeline Construction, Soil Stabilization, Concrete Headwalls, Curb and Gutter, Entrance Pavement, Rock Blasting, Remove & Place Materials, Portland Cement, Traffic Control, Barrier Walls, Steel Pipe

Joetta Everman

Foreman 2 year with The Allen Company, Inc

Licensed by KY Dept. of Agriculture, and Division of Environmental Services for Herbicide Spraying: Lic. No. 39083 Cert. No. 1539083 Exp. 12/31/2015

Work Experience Includes, but is not limited to

- Wilmore College
- Old Wilderness Trail
- University of Kentucky Sidewalks and Bike Lane

The Allen Company, Inc
Superintendent and Foremen Work Experience

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base

Nick Mullins

Foreman 4 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark Regional Medical Center Signs, Paving, Utilities, Pipeline Construction, Rock Blasting, Traffic Control

Stevie Tipton

Foreman 13 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark Regional Medical Center Signs, Paving, Utilities, Pipeline Construction, Rock Blasting, Traffic Control
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching

Herb Alcorn

Foreman 8 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching

HD Chenault

Foreman 9 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

The Allen Company, Inc
Superintendent and Foremen Work Experience

- Clark Regional Medical Center Signs, Paving, Utilities, Pipeline Construction, Rock Blasting, Traffic Control
- Berea Bypass Chip and Seal, DGA Base, Pipeline Construction, Soil Stabilization, Concrete Headwalls, Curb and Gutter, Entrance Pavement, Rock Blasting, Remove & Place Materials, Portland Cement, Traffic Control, Barrier Walls, Steel Pipe

Richard Curtis

Foreman 11 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Clark Regional Medical Center Signs, Paving, Utilities, Pipeline Construction, Rock Blasting, Traffic Control
- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching

Raymond Flannery

Foreman 9 years with The Allen Company, Inc

Includes, but is not limited to

- Clark County I-64 & KY 627 DGA Base, Grinding & Milling, Milling & Texturing, Crash Cushion, Trenching

Terry Griggs

Foreman 25 years with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark Regional Medical Center Signs, Paving, Site Work, Rock Blasting, Traffic Control

Brandon Saylor

Foreman 1 year with The Allen Company, Inc

Work Experience Includes, but is not limited to

- Amazon Winchester Customer Service Center Earth Work, Pipeline Construction, Utilities, Traffic Control, Fencing, Rock Blasting, Demolition, Remove and Place Materials, Soil Stabilization, Landscape Site Prep, Signs, Paving, DGA Base
- Wilmore Streetscapes Signs, Fencing, Traffic Control, Asphalt Paving, Concrete Work, Surface Planing & Texturing, Decorative Pavers, Pavement Grinding and Grooving, Entrance Pavement, Sidewalks, Curbs and Gutters
- Clark Regional Medical Center Signs, Paving, Site Work, Rock Blasting, Traffic Control

STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: H.B. Gabbard

POSITION/TITLE: President, The Allen Company, Inc.

STATEMENT OF EXPERIENCE: Involved in all phases of the business since commencing employment in 1975. Supervision of the management of asphalt plant and quarry operations. Employed as a resident engineer for KY, Dept. of Trans. Prior to this Company. B.S. in Civil Engineering from U of K 1968. Registered Land Surveyor and Civil Engineer. Over 45 years experience.

NAME OF INDIVIDUAL: Jason B. Gabbard

POSITION/TITLE: Vice President, The Allen Company, Inc.

STATEMENT OF EXPERIENCE: Has been with the Company since 1992. Started as part time laborer while attending college. Returned to company in 2001 as Operations Manager for the quarries and asphalt plants. Promoted to Vice President in 2013. BS in Business Administration from UK and MBA from East Tennessee State Univ. 21 years experience.

NAME OF INDIVIDUAL: Jeff Monohan

POSITION/TITLE: Vice President The Allen Company, Inc.

STATEMENT OF EXPERIENCE: Has been with the company since 1994. Worked as laborer, operator and foreman while attending Centre College and earning a BS in Economics. Went full time in 1998 as a crew foreman. Progressed from foreman to assistant Superintendent to Project Superintendent until promoted to Vice President in 2013. 20 years experience.

NAME OF INDIVIDUAL: Grant Gabbard

POSITION/TITLE: Vice President, The Allen Company, Inc.

STATEMENT OF EXPERIENCE: Has been with the company since 2000. Started as a part-time employee in 2000 while attending University of Kentucky and earning BS in Civil Engineering.

Has been a full-time employee since 2005. Was promoted to Vice President in 2013. 14 years of experience.

NAME OF INDIVIDUAL: A. Vincent Lemieux

POSITION/TITLE: Senior Project Engineer

STATEMENT OF EXPERIENCE: Project Engineer for over ²⁹~~26~~ years in charge of cost estimates and bids, project coordination and management, contract and specification compliance, construction stakeout, field engineering. Former KY. Dept. of Trans. Assistant Resident Engineer.

Licensed Registered Land Surveyor. Licensed Professional Engineer

NAME OF INDIVIDUAL: James L. Morris

POSITION/TITLE: Assistant Vice President

STATEMENT OF EXPERIENCE: Has been with the Company since 1978. Had worked three summers for the Company before that. Assistant Foreman to Foreman to Superintendent. Became Plant Manager of our Danville operations in 1984. Assistant Vice President in 1987. 34 years of experience.

NAME OF INDIVIDUAL: Lee Gallion

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: Experience in the construction field operating equipment and as a laborer while attending college 1987-1991. He worked as an Estimator for 9 years. He became Superintendent in 2000. 24 years experience.

NAME OF INDIVIDUAL: Tommy Lisle

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: Approximately 40 years experience in construction field. Has worked for The Allen Company, Inc. since 1986 as foreman and Superintendent.





Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

The Allen Company, Inc.

as Principal, hereinafter call the Principal, and

Hartford Fire Insurance Company

A corporation duly organized under laws of the State of Connecticut
As Surety, hereinafter called the Surety, are held and firmly bound unto

Lexington Fayette Urban County Government

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Amount Bid

5% of the
Dollars (\$ Amount Bid),

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

Clays Mill Road Improvements, Section 2C

NOW, THEREFORE, if the Obligee shall accept the bid of 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 material 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.

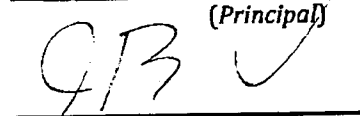
Signed and sealed this

23rd day of December, 2014


(witness)


The Allen Company, Inc.

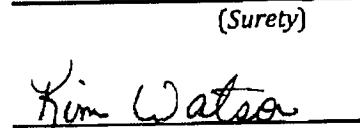
(Principal) (Seal)


Jason B. Gabbard (Title) Vice President

Hartford Fire Insurance Company

(Surety) (Seal)


(witness)


Kim Watson (Title) Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
One Hartford Plaza
Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 14-732355

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Kim Watson, John W. Hampton, Russell Griffith, Tina Carpenter of Lexington KY, Theresa S. Stump of Roanoke VA, Robert M. Coon of Greensboro NC, Lindsey M. DeJarnette of Lynchburg VA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 23, 2014.
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

CERTIFICATE NO.

A 2014
00135



Certificate of Eligibility

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

This Certifies that THE ALLEN COMPANY INC
3009 ATKINSON AVE SUITE 300
LEXINGTON KY 40509

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of UNLIMITED. This certificate which expires December 31, 2014 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

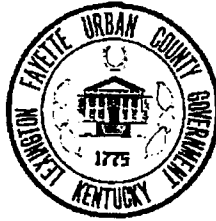
- A GRADE AND DRAIN
- C1 ASPHALT PAVING OPTION B
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- I32 UTILITIES
- I38 BITUMINOUS MILLING & TEXTURING
- B PORTLAND CEMENT CONCRETE PAVING
- C2 ASPHALT PAVING OPTION A
- E2 BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN
- E7 TRAFFIC CONTROL

DATE ISSUED:

April 15, 2014

BY

STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#196-2014**

Date: December 15, 2014

Address inquiries to:
Sondra Stone
(859) 258-3320

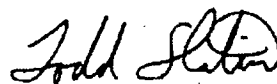
Subject: Clays Mill Road Improvements Section 2C

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Lighting Plans - Revised plans are attached and include the following changes:
 - a. Lt. Station 75+00 - Extend fiber optic conduit approx. 75' southward to existing signal control box at Keithshire Way
 - b. Station 97+61 - Add fiber optic conduit crossing Clays Mill Road
 - c. Lt. Station 104+17 and Lt. Station 109+04 - Add fiber optic junction boxes
2. Striping Plans - See attached plans Sheet X-11 to X-13 and X-21 to X-23R-6
3. There is no need for jack and bore.
4. Proposed retaining walls shown on the cross sections from Rt. Station 92+00-95+00 and from Lt. Station 109+50 - 113+00 are for graphical purposes only. Actual wall dimensions will be determined by the Contractor's wall designs.
5. Required Submittals Document Checklist is attached
6. HPDE Pipe can be used on this project as per the Specifications
7. Bid form in Excel Spreadsheet is attached. Bid form must be printed out and the attached Form of Proposal signature with Excel Spreadsheet must be signed. It can replace the Bid Schedule in the Spec Book.
8. See attached clarification concerning DBE participation.

- 9. Question and Answer deadline has been extended to December 16 at 2:00 pm.
- 10. Revised wage rates are attached.
- 11. Pre-bid sign-in sheet is attached.



Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: The Allen Company, Inc

ADDRESS: 3009 Atkinson Ave., Ste. 300, Lexington, KY 40509

SIGNATURE OF BIDDER:  VP



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: **#196-2014**

Date: December 16, 2014

Address inquiries to:
Sondra Stone
(859) 258-3320

Subject: Clays Mill Road Improvements Section 2C

TO ALL PROSPECTIVE SUBMITTERS:

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

1) See revised Sheet R-5. Below is a summary of the changes:

- a. Rt. Stations 86+68.21 & 87+16.61 – Inverts of the proposed curb box inlets at these locations have been lowered.
- b. Lt. Station 87+15.53 – The intermediate invert of the proposed 4' manhole has been deleted.

2) Question 1) Since no geotechnical report is available, and sounding impractical, can the L.F.U.C.G. include an allowance quantity for rock removal, with a unit price supplied by bidders to be paid if rock is encountered? Answer: No

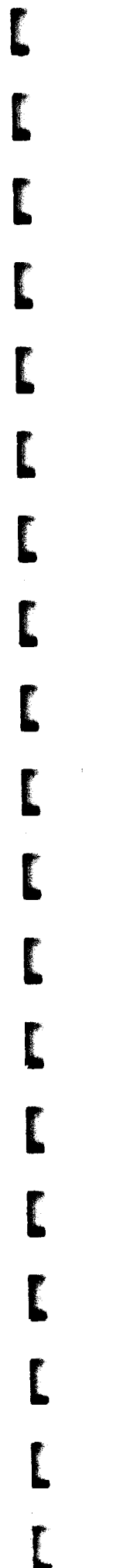
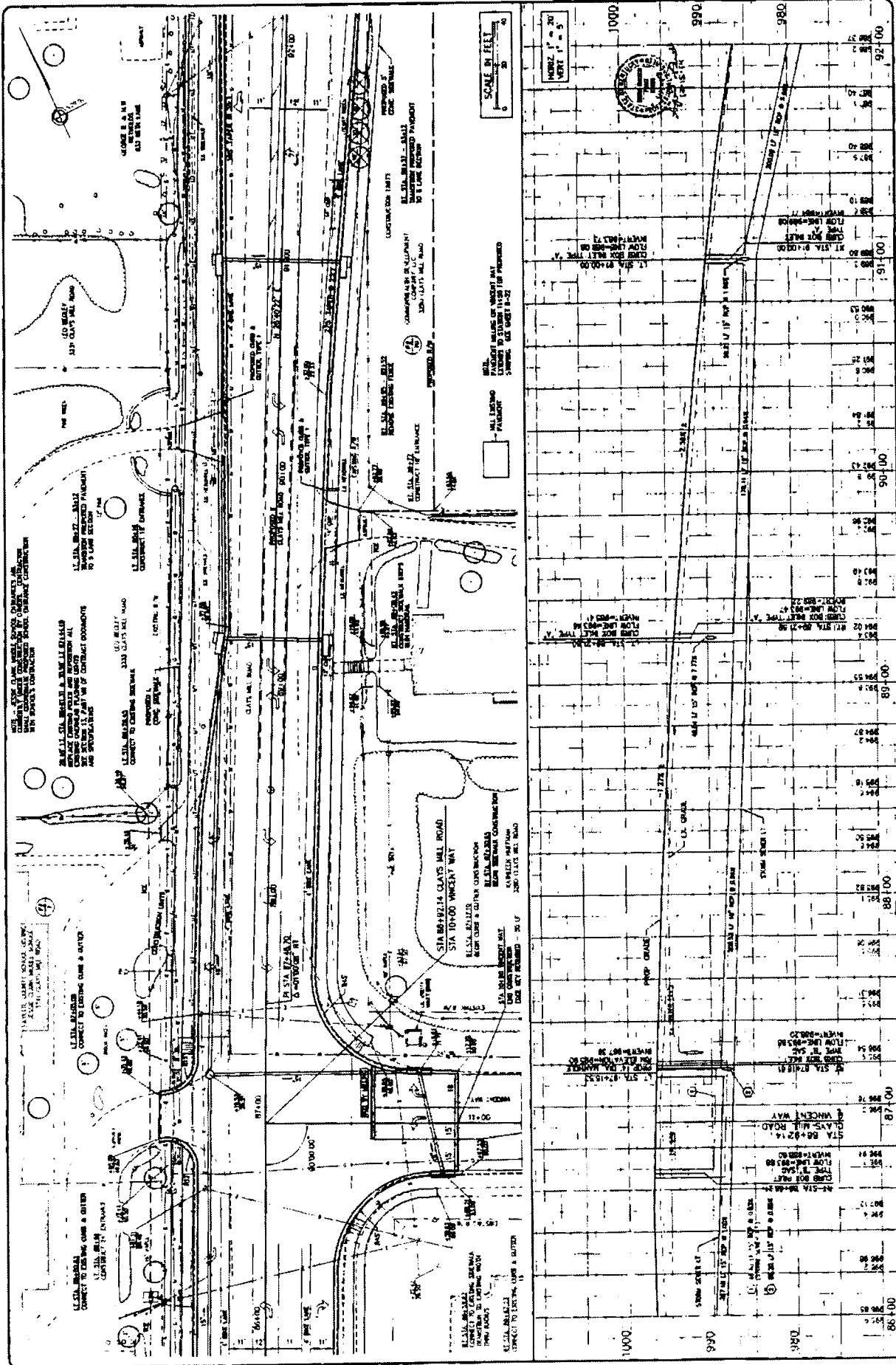
Todd Slatin, Director
Division of Central Purchasing

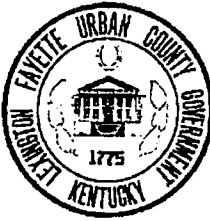
All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: The Allen Company, Inc

ADDRESS: 3009 Atkinson Ave., Ste. 300 Lexington KY 40509

SIGNATURE OF BIDDER: WRB





Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

Bid Number: **#196-2014**

Date: December 19, 2014

Address inquiries to:
Sondra Stone
(859) 258-3320

Subject: Clays Mill Road Improvements Section 2C

TO ALL PROSPECTIVE SUBMITTERS:

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

Reference specification, Advertisement for Bids, 1. INVITATION, Paragraph 2, Sentence 1, change to read, "Bids will only be accepted from plan holders or affiliates who have purchased plans from Lynn Imaging and are subsequently registered as "official plan holders.""

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: The Allen Company, Inc

ADDRESS: 3009 Atkinson Ave, Ste. 300, Lexington, KY 40509

SIGNATURE OF BIDDER: WR Blamp

PART IV
GENERAL CONDITIONS
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END OF SECTION

PART IV
GENERAL CONDITIONS

1. DEFINITIONS

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

- 1.1 Addenda**
Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.
- 1.2 Agreement**
The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- 1.3 Application for Payment**
The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- 1.4 Bid**
The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.5 Bidder**
An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.
- 1.6 Bonds**
Bid, performance and payment bonds and other instruments of security.
- 1.7 Calendar Day**
A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.
- 1.8 Change Order**
A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

- 1.9 Contract Documents**
The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.
- 1.10 Contract Unit Price**
The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.
- 1.11 Contract Time**
The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.
- 1.12 CONTRACTOR**
The person, firm or corporation with whom OWNER has entered into the Agreement.
- 1.13 Defective**
An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).
- 1.13 Drawings**
The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.
- 1.15 Effective Date of the Agreement**
The date indicated in the Agreement on which it becomes effective.
- 1.16 ENGINEER**
The Lexington-Fayette Urban County Government Division of Water Quality or its authorized representative.
- 1.17 Field Order**
A documented order issued by ENGINEER which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

- 1.18 Giving Notice**
Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 1.19 Laws and Regulations**
Laws, rules, regulations, ordinances, codes and/or orders.
- 1.20 Notice of Award**
The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.21 Notice to Proceed**
A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.
- 1.22 OWNER**
The Lexington-Fayette Urban County Government.
- 1.23 Partial Utilization**
Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.
- 1.24 Project**
The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.25 Inspector**
The authorized representative of the ENGINEER who is assigned to the site or any part thereof.
- 1.26 Shop Drawings**
All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.27 Specifications**
Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

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

1.28 Standard Specifications

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

1.29 Subcontractor

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

1.30 Special Conditions

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

1.31 Supplier

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

1.32 Underground Facilities

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

1.33 Unit Price Work

Not applicable

1.34 Work

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

1.35 Time Period

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

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

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

2.2 Copies of Documents

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

2.3 Commencement of Contract Time; Notice to Proceed

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

2.4 Starting the Project

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

2.5 Before Starting Construction

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

2.6 Submittal of Schedules

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

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

2.6.2 a preliminary schedule of Shop Drawing submissions; and

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

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

2.7 Preconstruction Conference

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

2.8 Finalizing Schedules

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

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

3.1 General

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

3.2 Intent

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

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

3.3 Conflicts

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

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

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

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

3.4 Amending and Supplementing Contract Documents

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

3.5 Reuse of Documents

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

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

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

4.2 Physical Conditions

4.2.1 Explorations and Reports

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

4.2.2 Existing Structures

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

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

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

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

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

4.2.4 ENGINEER'S Review

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

4.2.5 Possible Document Change

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

4.2.6 Possible Price and Time Adjustments

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

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

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

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

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

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

4.3.2 Not Shown or Indicated

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

4.4 **Reference Points**

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

5. **CONTRACTOR'S RESPONSIBILITIES**

5.1 **Supervision**

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

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

5.2 Superintendence

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

5.3 Labor

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

5.4 Start-Up and Completion of Work

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

5.5 Materials and Equipment

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

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

5.5.1 Not Clearly Specified or Indicated

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

5.5.2 Coordination of Work

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

5.6 Adjusting Progress Schedule

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

5.7 Substitutes or "Or-Equal" Items

5.7.1 General

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

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

5.7.2 Substitutes

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

5.7.3 OWNER/ENGINEER'S Approval

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

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to ENGINEER

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

5.8.2 Objection After Due Investigation

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

5.8.3 Contractor Responsible for Acts of Subcontractors

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

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

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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

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

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

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

5.9 Patent Fees and Royalties

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

5.10 Permits

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

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

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

5.11.2 Specifications and Drawings at Variance

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

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

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

5.13 Use of Premises

5.13.1 Project Site

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

5.13.2 Clean UP

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

5.13.1 Loading of Structures

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

5.14 Record Drawings

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order

and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

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

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in

addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

5.15.5 ENGINEER'S Approval

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

5.15.6 Responsibility for Errors and Omissions

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

5.15.7 Cost of Related Work

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

5.16 Continuing the Work

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

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

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

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

5.17.2 Stormwater Pollution Prevention

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

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

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

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils

or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

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

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

6. OTHER WORK

6.1 Related Work at Site

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

6.2 Other Contractors or Utility Owners

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

6.3 Delays Caused by Others

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

CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

6.4 Coordination

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

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through ENGINEER.

7.2 Data and Payments

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

7.3 Lands, Easements, and Surveys

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

7.4 Change Orders

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

7.5 Inspections, Tests and Approvals

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

7.6 Stop or Suspend Work

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

8. ENGINEER'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

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

8.2 Visits to Site

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

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

8.4 Clarifications and Interpretations

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

8.5 Authorized Variations in Work

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

8.6 Rejecting Defective Work

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

8.7 Shop Drawings

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

8.8 Change Orders

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

8.9 Payments

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

8.10 Determinations for Unit Prices

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

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

8.11 Decision on Disputes

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

8.12 Limitations on Engineer's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither ENGINEER'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or

responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

9. **CHANGES IN THE WORK**

9.1 **OWNER May Order Change**

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

9.2 **Claims**

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

9.3 Work Not in Contract Documents

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

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

9.5 Notice of Change

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

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

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

10.2 Claim for Increase or Decrease in Price

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than

thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

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

10.3.1 Unit Prices

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

10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

10.4 Cost of the Work

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

10.4.1 Payroll Costs

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall

include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

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

10.4.4 Special Consultant Costs

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

10.4.5 Supplemental Costs

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

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less

market value of such items used but not consumed which remain the property of CONTRACTOR.

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

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

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

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

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

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site,

expressage and similar petty cash items in connection with the Work.

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

10.5 Not to Be Included in Cost of the Work

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

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

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

10.5.6 Other Costs

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

10.6 Contractor's Fee

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

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

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

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

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

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

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

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

10.7 Itemized Cost Breakdown

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

10.8 Cash Allowances

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

10.8.1 Materials and Equipment

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

10.9 Unit Price Work

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

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

11. CHANGE OF CONTRACT TIME

11.1 Change Order

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

11.2 Justification for Time Extensions

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

11.3 Time Limits

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

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

12.1 Warranty and Guarantee

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

12.2 Access to Work

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

12.3 Tests and Inspections

12.3.1 Timely Notice

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

12.3.2 Requirements and Responsibilities

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

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

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

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

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

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

12.3.3 On-Site Construction Test and Other Testing

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

12.3.4 Covered Work

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

12.3.5 CONTRACTOR'S Obligation

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

12.4 **OWNER May Stop the Work**

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

12.5 **Correction or Removal of Defective Work**

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

12.6 **One Year Correction Period**

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

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

12.7 Acceptance of Defective Work

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

12.8 OWNER May Correct Defective Work

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

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

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

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER. Monthly progress payments shall be one hundred (100) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month.

13.3 CONTRACTOR'S Warranty of Title

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

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

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

13.4.2 ENGINEER'S Recommendation

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

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

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

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

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

13.5 Partial Utilization

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

13.6 Final Inspection

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

13.7 Final Application for Payment

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

13.8 Final Payment and Acceptance

13.8.1 ENGINEER'S Approval

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

13.8.2 Delay in Completion of Work

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

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

13.9 CONTRACTOR'S Continuing Obligation

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

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

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

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

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

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

14.2 OWNER May Terminate

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

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

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

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

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

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

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

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

14.2.8 if CONTRACTOR disregards the authority of ENGINEER, or

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

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

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

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

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

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

14.3 CONTRACTOR'S Services Terminated

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

14.4 Payment After Termination

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

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

14.5 CONTRACTOR May Stop Work or Terminate

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

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

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

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

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

15.2.2 That it is an unlawful practice for an employer:

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

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

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

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

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

15.3 Temporary Street Closing or Blockage

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

15.4 Percentage of Work Performed by prime CONTRACTOR

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

15.5 Clean-up

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

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

15.6 General

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

15.7 Debris Disposal

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

END OF SECTION

PART V

SPECIAL CONDITIONS

INDEX

1. REQUIRED RISK MANAGEMENT PROVISIONS
2. FEDERAL AND STATE WAGE SCALES
3. BLASTING & BURNING
4. LABOR/EQUAL EMPLOYMENT OPPORTUNITY
5. FAILURE TO COMPLETE WORK ON TIME
6. KYTC PRE-QUALIFICATION REQUIRED AT TIME OF BID OPENING
7. KY DIVISION OF WATER/EPA PERMITS
8. PAYMENT FOR COST OF PERFORMANCE AND PAYMENT BONDS ON CAPITAL PROJECTS
9. SPECIAL NOTES FOR UTILITY CLEARANCE

1. RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI

approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available,

including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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2. **FEDERAL AND STATE WAGE SCALES:**

See Appendix "B".

3. **BLASTING & BURNING**

Blasting & Burning is not allowed on this project.

4. **LABOR/EQUAL EMPLOYMENT OPPORTUNITY INFORMATION PACKAGE**

LABOR/EEO CONDITIONS INDEX

PROJECT NAME: _____ BID NO. _____

ITEM DESCRIPTION

REQUIRED CONTRACT PROVISIONS FORM FHWA-1273

COMPLIANCE WITH EXECUTIVE ORDER 11246

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
OPPORTUNITY (EXECUTIVE ORDER 11246)

REPORTING REQUIREMENTS

PATENT RIGHT REQUIREMENTS

COPYRIGHT REQUIREMENTS

ACCESS TO RECORDS REQUIREMENTS AND RECORD RETENTION
REQUIREMENTS

CONTRACT AWARD RESTRICTIONS TO FOREIGN COUNTRIES

KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT

OTHER FEDERAL REQUIREMENTS

PUBLIC LAW 88-352: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

ENERGY EFFICIENCY REQUIREMENTS

LEAD-BASED PAINT CONSIDERATIONS

POTENTIAL DBE CONTRACTOR'S LIST CONTACT

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION
DEPARTMENT CERTIFICATION (TO BE COMPLETED AND/OR SIGNED)

FORM FHWA-1273

REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION
CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Project
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for lobbying

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 - Section I, paragraph 2;
 - Section IV, paragraphs 1, 2, 3, 4, and 7;
 - Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

- 3. Dissemination of Policy:** All members of the contractor's staff who are to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without

regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

- a. The records kept by the contractor shall document the following:
 - 1. The number of minority and non-minority group members and women employed in each work classification on the project;
 - 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent

deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - 2. the additional classification is utilized in the area by the construction industry;
 - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.

- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of U.S. DOL) and Helpers:

- a. Apprentices:
 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of

Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
 3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
 4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.
- b. Trainees:
1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
 3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
 4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. **Helpers:**
Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or

subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES AND LABOR THIS SECTION DELETED JUNE 4, 2007.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before

computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract

performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-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;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the

Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. 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 any Federal 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.
 - b. 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 Federal 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.
2. 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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

COMPLIANCE WITH EXECUTIVE ORDER 11246

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, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated, during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or worker's representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

In case the work to be performed is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal Program involving such grant, contract, loan, insurance or guarantee, during the performance of this contract, the Contractor, in addition, agrees to comply with:

4. All provisions of the latest current Executive Order and executive amendments, of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.
5. The contractor will furnish all information and reports required by the Executive, and by the rules, regulations and orders of the said committee, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further

Government contracts or Federally assigned construction contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity or as otherwise provided by law.

7. The contractor will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity, so that provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

(EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	Goals for minority	Goals for female
Current	participation for each trade 10.8%	participation in each trade 6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is federally assisted.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60.4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Kentucky, County of Fayette, City of Lexington.

REPORTING REQUIREMENTS

Notice of awarding agency requirements and regulations pertaining to reporting.

A. Preconstruction Conference

Before Contractor starts the work at the proposed site, a conference attended by the Contractor, Engineer/Architect, Contract Compliance Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; and (5) The establishment of procedures for effectively implementing the 10% minimum DBE goals.

B. Documents Required of Contractor

Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.

C. Optional Owner Requirements

The Owner, at its discretion, may require the Contractor to provide: (1) financial security in amounts and kind deemed necessary by the Owner or require other financial security to meet the financial responsibility requirements of the Contractor to indemnify the Owner; (2) Additional information and/or DBE work data, as well as DBE participation data.

PATENT RIGHT REQUIREMENTS

Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

§ 401.14 STANDARD PATENT RIGHTS CLAUSES

The following is the standard patent rights clause to be used as specified in §401.3(a).

Patent Rights (Small Business Firms and Nonprofit Organizations)

A. Definitions

1. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
2. "Subject invention" means any invention of the **contractor** conceived or first actually reduced to practice in the performance of work under this **contract**, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d) must also occur during the period of **contract** performance.
3. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. "Made" when used in relation to any invention means the conception or first actual reduction to practice such invention.
5. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of

the Internal Revenue Code (25 U.S.C 501 (a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

B. Allocation of Principal Rights

1. The **Contractor** may retain the entire right, title, and interest throughout the world to each subject invention, subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the **Contractor** retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

C. Invention Disclosure, Election of Title and Filing of Patent Application by **Contractor**.

1. The **Contractor** will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to **contractor** personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
2. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
3. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to

file foreign patent applications where such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

D. Conditions When the Government May Obtain Title

The Contractor will convey to the Federal agency, upon written request, title to any subject invention--

1. If the contractor fails to disclose or elect title to the subject invention within the times specified in (C), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times.
2. In those countries in which the contractor fails to file patent applications within the times specified in (C) above; provided, however, that if the contractor has filed a patent application in a country after the times specified in (C) above, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.
3. In any country in which the contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

E. Minimum Rights to Contractor and Protection of the Contractor Right to File

1. The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (C), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.
2. The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and

continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

F. Contractor Action to Protect the Government's Interest

1. The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (D) above and to enable the government to obtain patent protection throughout the world in that subject invention.
2. The contractor agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (C), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (C)(1), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
3. The contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

4. The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

G. Subcontracts

1. The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontractor, obtain rights in the subcontractor's subject inventions.
2. The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).
3. In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (J) of this clause.

H. Reporting Utilization of Subject Inventions

1. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (J) of this clause. As required by 35 U.S.C. 202 (C)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

I. Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

J. March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

1. Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees:
3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
4. Such action is necessary because the agreement required by paragraph (I) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

K. Special Provisions for Contracts with Nonprofit Organizations

If the Contractor is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of

inventions, provided that such assignee will be subject to the same provisions as the contractor.

2. The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
3. The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requires of this paragraph (K)(4).

1. Communication

(Complete According to Instruction at 401.5(b))

(b) When the Department of Energy (DOE) determines to use alternative provisions under § 401.3(a)(4), the standard clause at § 401.14(a), above, shall be used with the following modifications unless a substitute clause is drafted by DOE:

- (1) The title of the clause shall be changed to read as follows: Patent Rights to Nonprofit DOE Facility Operators
- (2) Add an "(A)" after "(1)" in paragraph (c)(1) and add subparagraphs (B) and (C) to paragraph (c)(1) as follows:

- (B) If the subject invention occurred under activities funded by the naval nuclear propulsion or weapons related programs of DOE, then the provisions of this subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). In such cases the contractor agrees to assign the government the entire right, title, and interest thereto throughout the world in and to the subject invention except to the extent that rights are retained by the contractor through a greater rights determination or under paragraph (e), below. The contractor, or an employee-inventor, with authorization of the contractor, may submit a request for greater rights at the time the invention is disclosed or within a reasonable time thereafter. DOE will process such a request in accordance with procedures at 37 CFR 401.15. Each determination of greater rights will be subject to paragraphs (h)-(k) of this clause and such additional conditions, if any, deemed to be appropriate by the Department of Energy.
- (C) At the time an invention is disclosed in accordance with (c)(1)(A) above, or within 90 days thereafter, the contractor will submit a written statement as to whether or not the invention occurred under a naval nuclear propulsion or weapons-related program of the Department of Energy. If this statement is not filed within this time, subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). The contractor statement will be deemed conclusive unless, within 60 days thereafter, the Contracting Officer disagrees in writing, in which case the determination of the Contracting Officer will be deemed conclusive unless the contractor files a claim under the Contract Disputes Act within 60 days after the Contracting Officer's determination. Pending resolution of the matter, the invention will be subject to subparagraph (c)(1)(B).
3. Paragraph (k)(3) of the clause will be modified as prescribed at § 401.5(g).

§ 401.15 Deferred Determinations

- (a) This section applies to requests for greater rights in subject inventions made by contractors when deferred determination provisions were included in the funding agreement because one of the exceptions at § 401.3(a) was applied, except that the Department of Energy is authorized to process deferred determinations either in accordance with its waiver regulations or this section. A contractor requesting greater rights should include with its request information on its plans and intentions to bring the invention to practical application. Within 90 days after receiving a request and supporting information, or sooner if a statutory bar to patenting is imminent,

the agency should seek to make a determination. In any event, if a bar to patenting is imminent, unless the agency plans to file on its own, it shall authorize the contractor to file a patent application pending a determination by the agency. Such a filing shall normally be at the contractor's own risk and expense. However, if the agency subsequently refuses to allow the contractor to retain title and elects to proceed with the patent application under government ownership, it shall reimburse the contractor for the cost of preparing and filing the patent application.

- (b) If the circumstances of concerns which originally led the agency to invoke an exception under § 401.3(a) are not applicable to the actual subject invention or are no longer valid because of subsequent events, the agency should allow the contractor to retain title to the invention on the same conditions as would have applied if the standard clause at § 401.14(a) had been used originally, unless it has been licensed.
- (c) If paragraph (b) is not applicable, the agency shall make its determination based on an assessment whether its own plans regarding the invention will better promote the policies and objectives of 35 U.S.C. 200 than will contractor ownership of the invention. Moreover, if the agency is concerned only about specific uses or applications of the invention, it shall consider leaving title in the contractor with additional conditions imposed upon the contractor's use of the invention for such applications or with expanded government license rights in such applications.
- (d) A determination not to allow the contractor to retain title to a subject invention or to restrict or condition its title with conditions differing from those in the clause at § 401.14(a), unless made by the head of the agency, shall be appealable by the contractor to an agency official at a level above the person who made the determination. This appeal shall be subject to the procedures applicable to appeals under § 401.11 of this part.

§ 401.16 Submissions and Inquiries

All submissions or inquiries should be directed to Federal Technology Management Policy Division, telephone number 202-377-0659, Room H4837, U.S. Department of Commerce, Washington, DC 20230
(FR Doc. 87-5618 Filed 3-17-87: 8:45 am)

COPYRIGHT REQUIREMENTS

Awarding agency requirements and regulations pertaining to copyrights and rights in data.

COPYRIGHTS

Federally supported grant research projects frequently result in the production of books, brochures, manuals, articles, films, or other written materials. In most instances they are technical reports which serve to disseminate the results of a project to the public and to the scientific community or other researchers. Often, however, these documents are publishable and occasionally they have significant commercial value. Who controls the rights to these materials? What rights does the Government retain? What are the grantee's responsibilities in handling the materials?

There is a widely held notion that written materials produced with the support of public money are automatically in the public domain. That view is erroneous, and in fact no member of the public has an inherent right to use grant-produced materials merely because they were prepared under Government assistance. Because of the confusion, however, it is important for grantees to note a few features of the copyright law which relate to the subject of the grants.

In general, researchers have exclusive rights in any original works of their authorship. Under the most recent amendment to the copyright law, statutory copyright protection extends to both published and unpublished works of the author. Researchers are cautioned to observe the publication policies of their institutions or organizations in this regard, and unless there is an express agreement to the contrary, their employing institution may be considered the author of any materials prepared in the course of their employment, under the "works for hire" doctrine.

Under the most recent amendments to the copyright law, it is clear that grant reports are not considered works of the Government which are in the public domain. The legislative history of the law shows that Congress expressly left it to the discretion of the individual grant-making agencies to determine whether written materials produced by their grantees should be placed in the public domain, and it expected the questions to be resolved by the terms and conditions of grants. The House Report No. 94-1476, September 3, 1976, stated on page 59:

A more difficult and far-reaching problem is whether the definition should be broadened to prohibit copyright in works prepared under U.S. Government contract or grant. As the bill is written, the Government agency concerned could determine in each case whether to allow an independent contractor or grantee to secure copyright in works prepared in whole or in part with the use of Government funds. The argument that has been made against allowing copyright in this situation is that the public should not be required to pay a "double subsidy," and that it is inconsistent to prohibit copyright in works by Government employees while permitting private copyrights in a growing body of works created by persons who are paid with Government funds. Those arguing in favor of potential copyright protection have stressed the importance

of copyright as an incentive to creation and dissemination in this situation, and the basically different policy considerations, applicable to works written by Government employees and those applicable to works prepared by private organizations with the use of Federal funds.

The bill deliberately avoids making any sort of outright, unqualified prohibition against copyright in works prepared under Government contract or grant. There may be cases where it would be in the public interest to deny copyright in the writings generated by Government research contracts and the like; it can be assumed that, where a Government agency commissions a work for its own use merely as an alternative to having one of its own employees prepare the work, the right to secure a private copyright would be withheld. However, there are almost certainly many other cases where the denial of copyright protection would be unfair or would hamper the production and publication of important works. Where, under the particular circumstances, Congress or the agency involved finds the need to have a work freely available outweighs the need of the private author to secure copyright, the problem can be dealt with by specific legislation, agency regulations, or contractual restrictions.

Agency Policy

Government-wide policies contained in Office of Management and Budget Circulars A-102 and A-110 speak to the issue of copyrightable materials through their respective Attachments N. Circular A-110 states:

8b. Copyrights. - Except as otherwise provided in the terms and conditions of the agreement, the author or the recipient organization is free to copyright any books, publications, or other copyrightable materials developed in the course of or under a Federal agreement, but the Federal sponsoring agency shall reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Except for minor, nonsubstantive differences, the provisions of A-102 are identical. Each permits the grantee to copyright published materials, subject to a license for the U.S. Government to use the materials for Government purposes. Each also gives the grantor agency discretion in altering that condition, by establishing different terms and conditions in its grants.

Suggested steps for grantees

A grantee whose grant-financed activity may involve the need for potential need for copyrighting of materials should:

- Check the terms and conditions of the grant to determine whether a copyright can be asserted in unpublished as well as published materials. This may vary from grantor agency to grantor agency and from grant to grant.
- It is the grantee's obligation to take the necessary steps to preserve the Government's license when conveying rights to publishers. If the publisher provides a release form that does not contain a reference to Government use of the materials, appropriate language should be inserted that preserves the Government's rights. If necessary, the granting agency should be consulted to assure compliance with the terms of the grant.
- Under most Federal grants, proper acknowledgment of the source of funds used to write a published work will be required. For example, the National Science Foundation **Grant General Conditions** require the following acknowledgment of support and disclaimer statement in any publication of material, whether copyrighted or not: "This material is based upon work supported by the National Science Foundation under Grant No. ____." Except for scientific articles and papers appearing in scientific journals, all materials must also contain the following disclaimer:

Any opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the National Science Foundation.

- When negotiating a publication agreement, the grantee must include in the publishing contract the reservation of Government license and the acknowledgment and disclaimer statements.
- Grants often are made with the stipulation that any substantive technical reports will be made available to the public through the U.S. Department of Commerce, National Technical Information Service (NTIS). Again, the grantee is well advised to check the terms and conditions of its grant agreement to see if such requirements exist and, if so, to account for them in dealing with potential publishers.
- Provide copies of copyrighted work to the granting agency.
- Some agencies may require prior approval of any proposed commercial publication, including approval of the selection process by which a publisher is obtained. The National Science Foundation, for example, requires documentation showing that a reasonable number of qualified publishers were given an opportunity to compete for the materials. Also, the selection criteria are subject to examination, as well as the final publishing contract.

With respect to any discovery or invention which arises or is developed in the course of or under this contract, Lexington-Fayette Urban County Government and/or Owner shall have the right to

require the contractor, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to Lexington-Fayette Urban County Government and/or Owner.

With respect to any copyrights and rights in data, Lexington-Fayette Urban County Government and/or Owner shall have the right to retain all copyrights and rights in data.

ACCESS TO RECORDS REQUIREMENTS

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

ACCESS TO RECORDS

The Contractor agrees that the Lexington-Fayette Urban County Government, the Owner, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this specific project for the purposes of making an audit, examination, excerpts, and transcriptions.

RECORDS RETENTION REQUIREMENTS

Retention of all required records for three years after contractors or subcontractors make final payments and all other pending matters are closed.

CONTRACT AWARD RESTRICTION TO FOREIGN COUNTRIES

Contractor agrees to fully comply with applicable terms and conditions in Section 109 of Pub. L. 100-102 as set forth below:

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

(A) Definitions. "Component" as used in this clause means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or Subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country or controlled directly or indirectly by citizens or nationals of a foreign country.

- (1) If 50 percent or more of the Contractor or Subcontractor is owned by a citizen or a national of the foreign country;
- (2) If the title of to 50 percent or more of the stock of the Contractor or Subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
- (3) If 50 percent or more of the voting power in the Contractor-Subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
- (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
- (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
- (6) In the case of a Contractor or Subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product Lexington-Fayette Urban County Government and/or Owner will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign

country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- (b) Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a Subcontractor of a foreign country on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (c) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- (c) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add other countries to the list or remove countries from it in accordance with Section 109 (c) of Pub. L 100-202.
- (d) Certification. The Contractor may rely upon the certification of a prospective Subcontractor that it is not a Subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such Subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- (e) Subcontracts. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

(End of Contract Clause)

Bids/proposals from such firms/suppliers shall be deemed nonresponsible and rejected.

Questions related to this issue should be directed to Division of Community Development, Lexington-Fayette Urban County Government, 200 E. Main Street 6th Floor, Lexington, Kentucky 40507.

KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.570-45.640) 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 contractor 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 nondiscrimination 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 worker's representative of the contractor's commitments under the non discrimination 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 timetables.
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 KRS 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 certifications 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 subcontractor 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 the 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.

OTHER FEDERAL REQUIREMENTS

INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or Delegate to the Congress of the United States and no Resident Commission, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PUBLIC BODY, MEMBER OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining Federal approval of the application for such assistance, or approval of applications for additional assistance, or any other approval of concurrence required under this Agreement with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

PUBLIC LAW 88-352: TITLE VI OF THE CIVIL RIGHTS
ACT OF 1964

The Developer agrees to insure that no person shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program in the multi-family rental housing facility developed through this contract.

PUBLIC LAW 90-284: TITLE VIII OF THE CIVIL RIGHTS ACT
OF 1968 AND EXECUTIVE ORDER 11063

The Developer warrants and assures that they and their agents will not discriminate in the rental or leasing of housing units constructed under this contract and will in no way make unavailable or deny a dwelling to any person, because of race, color, religion, sex or national origin.

SECTION 109

The Developer will not on the ground of race, color, national origin, sex, age, or handicap:

1. Deny an facilities, services, financial aid or other benefits provided under the program or activity.
2. Provide any facilities, services, financial aid or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
3. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity.
4. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
5. Treat any individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
6. Deny an opportunity to participate in a program or activity as an employee.

COMPLIANCE WITH THE CLEAN AIR AND WATER ACTS

Compliance with all applicable standards, orders, or requirements issued under section 206 of the Clean Air Act (42 U.S.C. 1857)(h), Section 506 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement, in excess of \$100,000 agree to the following requirements:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the Contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the Contractor that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

ENERGY EFFICIENCY REQUIREMENTS

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163).

LEAD BASED PAINT

- A. All paint to be lead free.
- B. Existing lead paint to be removed or concealed with an acceptable covering (paint, siding, etc.)
- C. Warning
 1. Use of lead-base paint materials on any surface, interior or exterior, is prohibited.
 2. Lead-base paint removal is a dangerous task and safety precautions should be strictly enforced when workers are engaged in hazard abatement.

POTENTIAL DBE CONTRACTOR'S LIST CONTACT

For a listing of DBE (Disadvantaged Business Enterprise) contractors/subcontractors, please contact:

Marilyn Clark/Todd Slatin
Division of Central Purchasing
200 E. Main Street, 3rd Floor
Lexington, KY 40507
(859) 258-3326
TDD [hearing impaired only] (859) 258-3606

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of _____
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.

_____ has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Office may be reached by calling _____.

Signature: _____
(Bidding Contractor)

Title: _____

Date: _____

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: _____

Project: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

5. FAILURE TO COMPLETE WORK ON TIME

Should the Contractor fail or refuse to complete the work within the time specified in his Proposal and/or Contract (or extension of time granted by the OWNER), the Contractor shall pay liquidated damages in an amount set out in said Proposal and/or Contract. The amount of liquidated damages shall in no event be considered as a penalty, nor other than an amount agreed upon by the Contractor and the OWNER for damages, losses, additional engineering, additional resident representation and other costs that will be sustained by the OWNER, if the Contractor fails to complete the work within the specified time. Liquidated damages will be applied on a rate per day for each and every calendar day (Sundays and holidays included) beyond the Contract expiration date stipulated in the Contract Documents, considering all time extensions granted.

6. KYTC PRE-QUALIFICATION REQUIRED AT TIME OF BID OPENING

The Prime Contractor and all Subcontractors are required to be pre-qualified by the KY Department of Transportation for Highway Construction in all areas of work that they will perform.

7. KY DIVISION OF WATER/EPA PERMITS

Contractor shall prepare and file the Notice of Intent, the Notice of Termination, and prepare and maintain the BMP (Best Management Practices) and SWPP (Storm Water Pollution Prevention) Plans.

8. PAYMENT FOR COST OF PERFORMANCE AND PAYMENT BONDS ON CAPITAL PROJECTS

Contrary to Article 10.5.4 of the General Conditions, direct payment for the Contractor's cost of Performance and Payment Bonds will be permitted.

Direct cost of required Performance and Payment Bonds has been included as a line item in the Form of Proposal, to allow payment for this cost prior to completion of the project if the contractor so chooses. If no figure is supplied for this line item, no specific payment for bonding costs will be made. The total amount of bid is to include the cost of bonding, whether this cost is specifically shown by the bidder on the line item in the Form of Proposal, or whether it is indirectly included elsewhere within the bidder's unit prices.

When the applicable amount is listed in the Form of Proposal, payment for the costs of Performance and Payment Bonds may generally be requested after the work is 20% complete. The contractor will furnish from his bonding agent a receipt verifying the cost of the bonds and a letter stating that the bonds are in effect and in good standing. Payment

will be made for the actual cost of the bonds or the amount stated in the Form of Proposal, whichever is less.

For projects with less than 90 day contract time or a total bid price less than \$100,000, no early or separate repayment of bonding costs will be considered. In those cases, if bonding costs are listed as a bid item, bond payment will be combined with final release of all retainage.

9. SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

FAYETTE, FEDERAL PROJECT NO: _____
CONTRACT ID: _____
Construct approximately _____

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

The following utility companies may have facilities in the general project area for this project. However utility coordination efforts have determined that no significant utility relocation work is required to complete the project, primarily due to the surface oriented proposed and the limited areas and depth of excavation proposed. The contractor will be responsible for any coordination or adjustments that are discussed or shown in the construction documents.

Columbia Gas

Multiple gas mains are within the project site area, and have identified that no conflicts should exist, however when working around or near any mains, the contractor should verify the exact location.

Kentucky Utilities

Multiple electric lines exist both above and underground within the project area, however no direct conflicts exist.

LFUCG Sanitary Department

Multiple sanitary sewer lines exist within the project site area however no direct conflicts exist.

Cable Department

Multiple cable lines exist both above and underground within the project site area, however no direct conflicts exist.

Kentucky-American Water

Multiple water lines exist within the project site area, however no direct conflicts exist.

Windstream (telephone)

Both above and underground facilities exist within the project site area, however no direct conflicts exist.

The Contractor is fully responsible for protection of all utilities listed above

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

(None)

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY'S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

(None)

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

(None)

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The Kentucky Transportation Cabinet makes no guarantees regarding the existence of utilities, the location of utilities, the utility companies in the project scope, or the potential for conflicts encountered during construction. Any location of utilities provided herein has been furnished by the facility owners, field inspection, and/or reviewing record drawings. The accuracy of the information provided is undetermined. It will be the contractor's responsibility to locate utilities before excavating. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility.

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.

AREA UTILITIES CONTACT LIST

Electric

Kentucky Utilities Company
500 Stone Road
Lexington, KY 40503
859-367-4304

Cable TV

Insight Communications
2544 Palumbo Drive
Lexington, KY 40509
859-514-2510

Telephone

Windstream
130 W. New Circle Road
Lexington, KY 40505
859-357-6216

Sanitary Sewers

LFUCG Division of Water Quality
125 Lisle Industrial Avenue
Lexington, KY 40511
859-514-2510

Water

Kentucky American Water
2300 Richmond Road
Lexington, KY 40502
859-268-6351

Natural Gas

Columbia Gas
2001 Mercer Road
Lexington, KY 40512
859-288-0215

PART VI
CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 19th day of March, 20 15, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and The Allen Company, Inc., 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 Four Million, Two Hundred Eighty-Seven ^{Thousand} Seven Hundred Fifty Dollars and Ninety-one Cents (\$ 4,287,750.91) quoted in the proposal by the CONTRACTOR, dated _____, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by CDP Engineers for the Clays Mill Road Improvements, Section 2C 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 two hundred seventy (270) calendar days. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

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 6
II	Information for Bidders	IB 1 thru 11
III	Form of Proposal	P 1 thru 60
IV	General Conditions	GC 1 thru 50
V	Special Conditions	SC 1 thru 64
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Technical Specifications	TS 1 thru 124
IX	Addenda	AD 1 thru 1
APPENDIX A	Standard Drawings	
APPENDIX B	Prevailing Wage Rates	
APPENDIX C	LPA Documents	

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

ATTEST:

Matthew Mally, Deputy
Clerk of the Urban County Council

BY: Jim Gray
MAYOR

Rublie Jett
(Witness)

(Title)

(Seal)

The Allen Company, Inc.
(Contractor)

WR Beamp
(Secretary)*

BY: JTB

March Vato
(Witness)

Exc VP
(Title)

3009 Atkinson Ave., Ste. 300 40509
(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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



PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND

Bond # 14 BC SGW0747

PART VII

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

The Allen Company, INC
(Name of CONTRACTOR)

3009 ATKINSON Ave, Ste 300, Lexington KY 40509
(Address of CONTRACTOR)

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

called Principal, and

Hartford Fire Insurance Company
(Name of Surety)

One Hartford Plaza, T-4-47, Hartford Ct 06155
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called "OWNER" in the penal sum of: Four million two hundred eighty seven thousand seven hundred fifty dollars and ninety one cents Dollars, (\$4,287,750.⁹¹), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for the Clays Mill Road Improvements, Section 2C project in accordance with drawings and specifications prepared by CDP Engineers which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in 7 each one of which shall be

deemed an original, this the 19th day of March, 2015.
(number)

ATTEST:

WR Beamf
(Principal) Secretary

The Allen Company Inc
Principal

BY: [Signature] Exec VP (s)

3009 ATKINSON Ave, Ste 300
(Address)

Lexington, KY 40509

[Signature]
Witness as to Principal

3009 ATKINSON Ave, Ste 300
(Address)

Lexington KY 40509

ATTEST:

(Surety) Secretary

Hartford Fire Insurance Company
Surety

BY: Kim Watson
Attorney-in-Fact Kim Watson

One Hartford Plaza, T-4-47
(Address)

Hartford Ct 06155

(SEAL)

[Signature]
Witness as to Surety

(Address)

2250 Thunderstick

Ste 1104

Lexington KY 40505

TITLE: _____
Surety

BY: _____

TITLE: _____

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

PART VII

Bond # 14BCSGW0747

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

The Allen Company INC.
(Name of Contractor)

3009 ATKINSON Ave, Ste 300, Lexington, KY 40509
(Address of Contractor)

a Corporation, hereinafter
(Corporation, Partnership or Individual)

called Principal, and

Hartford Fire Insurance Company
(Name of Surety)

One Hartford Plaza, T-4-47, Hartford Ct 06155
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

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

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of Four million two hundred eighty seven thousand seven hundred fifty dollar and ninety cents Dollars (\$ 4,287,750.99) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for the Clays Mill Road Improvements, Section 2C project in accordance with drawings and specifications prepared by CDP Engineers which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being

construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.