

PART III

Invitation to Bid No. 106-1012

Lexington Downtown Streetscape Phase One, Site Amenities Package - Main Street & Cheapside

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: August 27, 2012

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

This Proposal Submitted by E. C. Matthews Co., Inc.
2265 Harrodsburg Road
Lexington KY 40504
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as E. C. Matthews Co., Inc.
"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 Lexington Downtown Streetscape Phase One, Site Amenities Package - Main Street & Cheapside having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$200 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 8/9/12

Addendum No. 2 Date 8/17/12

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

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

2. LEGAL STATUS OF BIDDER

Bidder E. C. Matthews Co., Inc.

Date August 27, 2012

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

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

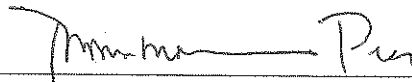
~~XXX~~ An individual, whose signature is affixed to this Bid/Proposal (please print name)

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

3. BIDDERS AFFIDAVIT

Comes the Affiant, Thomas M. Matthews, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Thomas M. Matthews and he/she is the individual submitting the bid or is the authorized representative of E. C. Matthews Co., 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)

STATE OF Kentucky

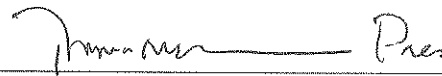
COUNTY OF Fayette

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

Thomas M. Matthews on this the 27th day of August,

2012.

My Commission expires: October 21, 2012



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.

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

The 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.

| Item No. | Base Bid Items | Estimated Quantity | Unit | Unit Price | Total Bid Amount |
|----------|---|--------------------|------|----------------------------|-----------------------------|
| 1. | Fabricate, Supply and Install Cheapside Secondary Identity Marker per detail sheet LS-1.0, graphic set sheets and specs. | | | | |
| | A. Unit Cost to Fabricate, Supply and Install all metal structure, graphics and lighting required to complete the Cheapside Secondary Identity Marker per detail sheet LS-1.0, graphic set sheets and specs. <u>twenty one thousand seven hundred</u> Dollars NO Cents (per Each) | 1 | EA | \$ <u>21700</u> | |
| | B. Unit Cost to Provide and Install concrete base required to complete the Cheapside Secondary Identity Marker per detail sheet LS-1.0, graphic set sheets and specs. <u>three thousand</u> Dollars NO Cents (per Each) | 1 | EA | \$ <u>3000</u> | |
| | C. Unit Cost to Provide and Install all electrical service and conduit required to complete the Cheapside Secondary Identity Marker per detail sheet LS-1.0, graphic set sheets and specs. <u>one thousand four hundred twenty</u> Dollars NO Cents (per Each) | 1 | EA | \$ <u>1420</u> | |
| | Fabricate, Supply and Install Cheapside Secondary Identity Marker per detail sheet LS-1.0, graphic set sheets and specs. (Total of Items A, B, and C from above.) <u>Fifty two thousand two hundred forty</u> Dollars NO Cents (per Each) | 2 | EA | \$ <u>26120</u> (A+B+C) | \$ <u>52240</u> 2(A+B+C) |

| Item No. | Base Bid Items | Estimated Quantity | Unit | Unit Price | Total Bid Amount |
|----------|---|--------------------|------|-------------------------------|---------------------------------|
| 2. | Fabricate, Supply and Install Cheapside Ground Marker per graphic set sheets and specs. <u>Six hundred ten</u> Dollars NO Cents (per Each) | 12 | EA | \$ <u>710</u> | \$ <u>8520</u> |
| 3. | Fabricate and Supply (only) to LFUCG spare Cheapside Ground Markers per graphic set sheets and specs. <u>Five hundred ten</u> Dollars NO Cents (per Each) | 5 | EA | \$ <u>510</u> | \$ <u>2550</u> |
| 4. | Fabricate, Supply and Install Cheapside Bollard Medallion per graphic set sheets and specs. <u>Seven hundred twenty</u> Dollars NO Cents (per Each) | 28 | EA | \$ <u>720</u> | \$ <u>20160</u> |
| 5. | Fabricate and Supply (only) to LFUCG spare Cheapside Bollard Medallion per graphic set sheets and specs. <u>Six hundred fifty</u> Dollars NO Cents (per Each) | 5 | EA | \$ <u>650</u> | \$ <u>3250</u> |
| 6. | Fabricate, Supply and Install Cheapside 4' Custom Bench per detail 1, sheet LS-3.0. <u>Five thousand nine hundred eighty</u> Dollars NO Cents (per Each) | 3 | EA | \$ <u>5960</u> <u>5980</u> | <u>17946</u> <u>\$ 17940</u> |
| 7. | Fabricate, Supply and Install Cheapside 5'-6" Custom Bench per detail 1, sheet LS-3.0. <u>Six thousand nine hundred eighty</u> Dollars NO Cents (per Each) | 4 | EA | \$ <u>6980</u> | \$ <u>27920</u> |
| 8. | Include \$5,000 for Testing and Inspection Services by a qualified agency to be selected by Owner. | 1 | Sum | \$ <u>5,000</u> | \$ <u>5,000</u> |

TOTAL OF ALL BASE BID PRICES FOR Lexington Downtown Streetscape Phase One, Site Amenities Package - Main Street & Cheapside Project (Items 1 through 7) in words and figures. In case of discrepancy, the amount shown in words will govern.

One hundred twenty six thousand sixty dollars

NO CENTS

(\$ 126,060)

Bid Alternates

| Item No. | * Alternate Bid Items | Estimated Quantity | Unit | Unit Price | Total Bid Amount |
|----------|---|--------------------|------|--------------------------------|---------------------------------|
| 1 | Bid Alternate #1 Fabricate, Supply and Install Main Street Transit Shelter per Layout & Materials Plan sheet LL-9.0M and detail sheets LS-2.0 and LS-2.1 and specs. | | | | |
| | A. Unit Cost to Fabricate, Supply and Install all metal structure and glazing required to complete the Main Street Transit Shelter per Layout & Materials Plan sheet LL-9.0M and detail sheets LS-2.0 and LS-2.1 and specs. <u>One hundred thirty-one thousand</u> Dollars NO Cents (per Each) | 1 | EA | <u>\$ 131,000</u> | |
| | B. Unit Cost to Fabricate, Supply and Install all masonry required to complete the Main Street Transit Shelter per Layout & Materials Plan sheet LL-9.0M and detail sheets LS-2.0 and LS-2.1 and specs. <u>twenty four thousand two hundred</u> Dollars NO Cents (per Each) | 1 | EA | <u>\$ 24,200</u> | |
| | C. Unit Cost to Fabricate, Supply and Install all electrical work, conduit and lighting required to complete the Main Street Transit Shelter per Layout & Materials Plan sheet LL-9.0M and detail sheets LS-2.0 and LS-2.1 and specs. <u>Sixteen thousand three hundred</u> Dollars NO Cents (per Each) | 1 | EA | <u>\$ 16,300</u> | |
| | D. Unit Cost to Fabricate, Supply and Install all graphics required to complete the Main Street Transit Shelter per Layout & Materials Plan sheet LL-9.0M and detail sheets LS-2.0 and LS-2.1 and specs. <u>three thousand</u> Dollars NO Cents (per Each) | 1 | EA | <u>\$ 3,000</u> | |
| | Bid Alternate #1 Fabricate, Supply and Install Main Street Transit Shelter per Layout & Materials Plan sheet LL-9.0M and detail sheets LS-2.0 and LS-2.1 and specs. (Total of Items A, B, C and D from above.) _____ Dollars NO Cents (per Each) | 1 | EA | <u>\$ 174,500</u> (A+B+C+D) | <u>\$ 174,500</u> 1(A+B+C+D) |

Contract award will be made based on the lump sum base bid with any combination of bid alternatives selected. Bid alternatives will be added or deducted from the lump sum base bid, if they are accepted, prior to Notice of Award being made.

OWNER reserves the right to accept or reject any bid alternatives to the lump sum base bid. Should OWNER wish to consider bid alternatives listed, Bidder is required to provide additional information as listed in Article 6.05 of the General Conditions prior to Notice of Award. Consideration of equipment alternatives of the selected Bidder will be made by OWNER within 60 days after the Effective Date of the Agreement.

If a bid alternative is selected by OWNER, the awarded Contract price will include the selected alternative(s).

BID ALTERNATIVE #1: Transit Shelter.

CONTRACTOR shall include in the cost of bid alternative ALL work associated with providing the scope listed below.

The price of \$ 174,500 shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide and install all work related to the Main Street Transit Shelter per detail sheets LS-2.0 and LS-2.1 and specs.

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: * E. C. Matthews Co., Inc.
- 2. Permanent Place of Business: 2265 Harrodsburg Rd., Lexington KY
- 3. When Organized: October 26, 1986
- 4. Where Incorporated: State of Kentucky
- 5. Construction Plant and Equipment Available for this Project:
skid steer with auger, forklifts, steel shop
fabricating equipment, hydraulic coupler (for rein
steel), all concrete tools

(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:
** See attached Bid Bond ** (Surety)

Signed: _____ (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> |
|--|------------------|---------------------|
| <u>UK Patient Care Sitework</u> | <u>Lexington</u> | <u>2,494,860</u> |
| <u>BBSRB Sitework</u> | <u>Lexington</u> | <u>844,380</u> |
| <u>UK Parking Garage Site (incl signage)</u> | <u>Lexington</u> | <u>4,664,120</u> |
| <u>UK Pharmacy including sitework</u> | <u>Lexington</u> | <u>5,627,690</u> |
| <u>UK Concrete Unit Price 2012</u> | <u>Lexington</u> | <u>804,000</u> |
| <u>BGAP Median Improvements</u> | <u>Lexington</u> | <u>736,799</u> |

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

| <u>NAME</u> | <u>LOCATION</u> | <u>CONTRACT SUM</u> |
|--|---------------------|---------------------|
| <u>UK concrete unit price</u> | <u>Lexington KY</u> | <u>804,000</u> |
| <u>UK Track & Field (4 contracts)</u> | <u>Lexington KY</u> | <u>861,781</u> |
| <u>UK Sanders Brown</u> | <u>Lexington KY</u> | <u>50,881</u> |
| <u>UK Good Samaritan Renovation</u> | <u>Lexington KY</u> | <u>118,800</u> |
| <u>VA Hospital Mechanical Improvements</u> | <u>Lexington KY</u> | <u>301,000</u> |

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> |
|---------------------------|-----------------------------|---------------------------------|
| <u>Thomas M. Matthews</u> | <u>President</u> | <u>25</u> |
| <u>Doug Sherwood</u> | <u>Project Mgr</u> | <u>7</u> |
| <u>Danny Price</u> | <u>General Supt</u> | <u>20</u> |
| <u>Allen Moore</u> | <u>Project Supt</u> | <u>15</u> |
| <u> </u> | <u> </u> | <u> </u> |

11. DBE Participation on current bonded projects under contract:

| [*] <u>SUBCONTRACTORS</u> (LIST) | <u>PROJECT</u> (SPECIFIC TYPE) | <u>DBE</u> | [*] <u>% of WORK</u> |
|---|-----------------------------------|------------|----------------------------------|
| S & D Construction Management | BGAP Median | MBE | 14 |
| S & D Construction Management | BGAP Revolving Doors | MBE | 90+ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form 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)—all in accordance with the Bid Documents.

Respectfully submitted

E. C. Matthews Co., Inc.

by: Thomas M. Matthews, President

August 27, 2012

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>Signage</u> | Name: <u>S & D Construction</u> <u>110 Luigart Ct., Suite 1</u> Address: <u>Lex Ky</u> | <u>Y</u> | <u>29</u> |
| 2. <u>Electrical</u> | Name: <u>Ready Electrical</u> <u>2412 Palumbo Dr</u> Address: <u>Lex KY</u> | <u>N</u> | _____ |
| 3. <u>Masonry</u> | Name: <u>Renner & Sons</u> <u>517 Blue Sky Pkwy</u> Address: <u>Lex KY</u> | <u>N</u> | _____ |
| 4. _____ | Name: _____ Address: _____ | _____ | _____ |
| 5. _____ | Name: _____ Address: _____ | _____ | _____ |
| 6. _____ | Name: _____ Address: _____ | _____ | _____ |
| 7. _____ | Name: _____ Address: _____ | _____ | _____ |

(Attach additional sheet(s) if necessary.)



7. LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # Downtown Streetscape, #106-2012

The MBE/WBE 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.

| MBE/WBE Company, Name, Address, Phone, Email | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|--|--------------------------------|---------------------------|
| 1. S & D Construction 110 Luigart Ct, #1 Lex KY 40508 859-494-4647 sdcmgt@gmail.com | Signage incl. procurement, coordination & installation (complete package) | \$35,125 | 29 |
| 2. | | | |
| 3. | | | |
| 4. | | | |

The undersigned company representative submits the above list of MBE/WBE 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.

E. C. Matthews Co., Inc.
Company

Thomas R. Ples
Company Representative

August 27, 2012
Date

President
Title



8. LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MBE/WBE 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 MBE/WBE Company Name, Address, Phone, Email | MBE/WBE 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. | | | | | |
| 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.

Company

Company Representative

Date

Title



9. MBE/WBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # Downtown Streetscape, #106-2012

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

| | |
|--|--|
| Company Name E. C. Matthews | Contact Person Thomas M. Matthews |
| Address/Phone/Email 2265 Harrodsburg Road Lexington KY 40504 , 278-3131 tmatthews@ecmatthews.com | Bid Package / Bid Date Downtown Streetscape, #106-2012 August 27, 2012 |

| MBE/WBE 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>see p 16 - no others</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.

E. C. Matthews Co., Inc.
Company
August 27, 2012
Date

Thomas M. Matthews
Company Representative
President
Title



10. LFUCG MBE/WBE SUBCONTRACTOR MONTHLY PAYMENT REPORT

* The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MBE/WBE 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 # _____
 Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

 Company

 Company Representative

 Date

 Title



11. LFUCG STATEMENT OF GOOD FAITH EFFORTS


Bid/RFP/Quote # Downtown Streetscape, #106-2012

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other
Please list any other methods utilized that aren't covered above.
Found something that works better than seven choices above.

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

E. C. Matthews Co., Inc.
Company


Company Representative

August 27, 2012
Date

President
Title

12. 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 XX. 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.

E. C. Matthews Co., Inc.



August 27, 2012

By Thomas M. Matthews, President

13. STATEMENT OF EXPERIENCE ** See Attached **

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: _____

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.)

Thomas M. Matthews, President

Education: University of Kentucky, B.S. Mechanical Engineering, 1983
Postgraduate courses, UK College of Business

Experience: Mr. Matthews has worked in the construction industry for over 30 years, having first worked for a multi-discipline A/E firm. After holding positions in a variety of companies specializing in heavy and utility construction, power plant work, and commercial and industrial construction, he incorporated E.C. Matthews Co. as a Kentucky corporation in 1986 with offices in Lexington, Kentucky. As the president of E.C. Matthews Co., he is responsible for overall project coordination, administration, and technical assistance.

Douglas Sherwood, Project Manager

Education: University of Kentucky, BS, Accounting, 1981
University of Kentucky, MBA, 1982

Experience: Mr. Sherwood has worked in the construction industry since 1984. He formerly worked with Daniel Adkins Homes, Harney Construction and Engle Construction and has been with E.C. Matthews Co. since 2004 after six years as owner and operator of Sherwood Construction, Inc. Mr. Sherwood is well versed in all aspects of Project Management and has participated in multiple contracts of this nature.

Danny Price, General Superintendent

Education: University of Kentucky, Business Administration, 1976

Experience: Mr. Price has worked in the construction industry for over 30 years with an emphasis on heavy and commercial work, and has been employed by E.C. Matthews Co. for over twenty years, now serving as Vice President. As a General Superintendent for E.C. Matthews Co., Mr. Price is our principal problem solver and is in charge of all field operations including our shop and is responsible for worker safety and quality control.

Allen J. Moore, Field Superintendent

Education: Waterson College, B.A. Business, 1974
Various technical seminars related to building construction

Experience: Mr. Moore has been employed in the construction industry since 1972, primarily in the construction of commercial and industrial projects for a variety of public and private clients.

Mr. Moore's background in construction includes heavy and industrial contractors W. Rogers Co. and Judy Construction (totaling 12 years). He also has been a construction inspector for MSE, Lexington (4 years), Eubank & Steele (2 years) and as a superintendent for Enviro Systems (2 years) on the island of Mauritius.

Mr. Moore has been employed by E.C. Matthews Co. as a Project Superintendent since 1997, and is responsible for scheduling of projects, assistance with procurement of subcontract services and material, and directing field operations on his projects.

14. 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

E. C. Matthews Co., 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.

15. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY


It is the policy of E. C. Matthews Co., 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.

Thomas M. Matthews 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 Officer may be reached by calling 859-278-3131.

Signature: 

(Bidding Contractor)

Title: President

Date: August 27, 2012

16. WORKFORCE ANALYSIS FORM ** See attached **

Name of Organization: E. C. Matthews Co., Inc. Date: 08 / 27 / 12

| Categories | Total | | White | | Black | | Other | | Total | |
|---------------------|-------|---|-------|---|-------|---|-------|---|-------|---|
| | M | F | M | F | M | F | M | F | M | F |
| Administrators | | | | | | | | | | |
| Professionals | | | | | | | | | | |
| Superintendents | | | | | | | | | | |
| Supervisors | | | | | | | | | | |
| Foremen | | | | | | | | | | |
| Technicians | | | | | | | | | | |
| Protective Service | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | |
| Skilled Craft | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | |
| Total: | | | | | | | | | | |

Prepared By: _____

EEOC Report (Summary)
 E.C. Matthews Co., Inc.
 8/24/2012

| Class | Skill Level | Sex | Hours Worked | | | | | | | | | Percentages | | | Number of Employees | | | | | |
|------------------------------|-------------|-----|--------------|-------|--------|-------|-----------------|--------------------------------|-------|-------------|-------|-------------|--------|-------|---------------------|-------|-------|-------|-------|---|
| | | | All Races | Black | Hisp. | Asian | Pacific Island. | American Indian/Alaskan Native | White | Two or More | Other | Total | Minor | White | Other | Total | Minor | White | Other | |
| CARP - CARPENTER | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | M | 387.5 | 0.0 | 33.5 | 0.0 | 0.0 | 0.0 | 0.0 | 354.0 | 0.0 | 0.0 | 100.00 | 8.65 | 91.35 | 0.00 | 8 | 1 | 7 | 0 |
| | JOURNEY | M | 2459.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2459.5 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 10 | 0 | 10 | 0 |
| | TRAINEE | M | 266.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 266.5 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 2 | 0 | 2 | 0 |
| | Subtotal | M | 3113.5 | 0.0 | 33.5 | 0.0 | 0.0 | 0.0 | 0.0 | 3080.0 | 0.0 | 0.0 | 100.00 | 1.08 | 98.92 | 0.00 | 20 | 1 | 19 | 0 |
| CEO - CEO | | | | | | | | | | | | | | | | | | | | |
| | OTHER | M | 2120.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2120.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 1 | 0 | 1 | 0 |
| | Subtotal | M | 2120.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2120.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 1 | 0 | 1 | 0 |
| CLERICAL - Clerical | | | | | | | | | | | | | | | | | | | | |
| | OTHER | F | 2947.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2947.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 2 | 0 | 2 | 0 |
| | Subtotal | F | 2947.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2947.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 2 | 0 | 2 | 0 |
| EST - Estimator | | | | | | | | | | | | | | | | | | | | |
| | TRAINEE | M | 39.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 39.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 1 | 0 | 1 | 0 |
| | Subtotal | M | 39.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 39.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 1 | 0 | 1 | 0 |
| FORM CAR - FORM CARPENTER | | | | | | | | | | | | | | | | | | | | |
| | JOURNEY | M | 1778.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1778.2 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 2 | 0 | 2 | 0 |
| | Subtotal | M | 1778.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1778.2 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 2 | 0 | 2 | 0 |
| IRON - IRON WORKER | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | M | 2454.7 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2454.7 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 4 | 0 | 4 | 0 |
| | JOURNEY | M | 27.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 27.5 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 3 | 0 | 3 | 0 |
| | TRAINEE | M | 27.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 27.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 2 | 0 | 2 | 0 |
| | Subtotal | M | 2509.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2509.2 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 9 | 0 | 9 | 0 |
| LABOR - LABORERS | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | M | 14235.4 | 222.2 | 1746.2 | 0.0 | 0.0 | 0.0 | 0.0 | 12267.0 | 0.0 | 0.0 | 100.00 | 13.83 | 86.17 | 0.00 | 13 | 2 | 11 | 0 |
| | JOURNEY | M | 7673.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 7673.1 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 6 | 0 | 6 | 0 |
| | OTHER | M | 259.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 259.5 | 0.0 | 0.0 | 89.64 | 0.00 | 89.64 | 0.00 | 1 | 0 | 1 | 0 |
| | OTHER | F | 30.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30.0 | 0.0 | 0.0 | 10.36 | 0.00 | 10.36 | 0.00 | 1 | 0 | 1 | 0 |
| | OTHER | M | 289.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 289.5 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 2 | 0 | 2 | 0 |
| | TRAINEE | M | 3087.4 | 89.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2998.4 | 0.0 | 0.0 | 100.00 | 2.88 | 97.12 | 0.00 | 8 | 1 | 7 | 0 |
| | Subtotal | M | 25255.4 | 311.2 | 1746.2 | 0.0 | 0.0 | 0.0 | 0.0 | 23198.0 | 0.0 | 0.0 | 99.88 | 8.14 | 91.74 | 0.00 | 28 | 3 | 25 | 0 |
| | Subtotal | F | 30.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 30.0 | 0.0 | 0.0 | 0.12 | 0.00 | 0.12 | 0.00 | 1 | 0 | 1 | 0 |
| | Subtotal | | 25285.4 | 311.2 | 1746.2 | 0.0 | 0.0 | 0.0 | 0.0 | 23228.0 | 0.0 | 0.0 | 100.00 | 8.14 | 91.86 | 0.00 | 29 | 3 | 26 | 0 |
| LABOR1 - Labor1 | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | M | 3284.5 | 19.5 | 236.5 | 0.0 | 0.0 | 0.0 | 0.0 | 3028.5 | 0.0 | 0.0 | 100.00 | 7.79 | 92.21 | 0.00 | 12 | 2 | 10 | 0 |
| | JOURNEY | M | 3520.2 | 0.0 | 74.0 | 0.0 | 0.0 | 0.0 | 0.0 | 3446.2 | 0.0 | 0.0 | 100.00 | 2.10 | 97.90 | 0.00 | 12 | 1 | 11 | 0 |
| | TRAINEE | M | 1315.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1315.3 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 6 | 0 | 6 | 0 |
| | Subtotal | M | 8120.0 | 19.5 | 310.5 | 0.0 | 0.0 | 0.0 | 0.0 | 7790.0 | 0.0 | 0.0 | 100.00 | 4.06 | 95.94 | 0.00 | 30 | 3 | 27 | 0 |
| LABOR2 - Labor2 | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | M | 27.8 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 27.8 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 2 | 0 | 2 | 0 |
| | JOURNEY | M | 245.4 | 0.0 | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 | 244.4 | 0.0 | 0.0 | 100.00 | 0.41 | 99.59 | 0.00 | 9 | 1 | 8 | 0 |
| | TRAINEE | M | 64.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 64.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 1 | 0 | 1 | 0 |
| | Subtotal | M | 337.2 | 0.0 | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 | 336.2 | 0.0 | 0.0 | 100.00 | 0.30 | 99.70 | 0.00 | 12 | 1 | 11 | 0 |
| MASON - CEMENT MASON | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | M | 142.5 | 10.5 | 25.5 | 0.0 | 0.0 | 0.0 | 0.0 | 106.5 | 0.0 | 0.0 | 100.00 | 25.26 | 74.74 | 0.00 | 10 | 2 | 8 | 0 |
| | JOURNEY | M | 2610.3 | 0.0 | 208.4 | 0.0 | 0.0 | 0.0 | 0.0 | 2401.9 | 0.0 | 0.0 | 100.00 | 7.98 | 92.02 | 0.00 | 10 | 1 | 9 | 0 |
| | TRAINEE | M | 158.8 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 158.8 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 3 | 0 | 3 | 0 |
| | Subtotal | M | 2911.6 | 10.5 | 233.9 | 0.0 | 0.0 | 0.0 | 0.0 | 2667.2 | 0.0 | 0.0 | 100.00 | 8.39 | 91.61 | 0.00 | 23 | 3 | 20 | 0 |
| OPR1 - Equipment Opr Group 1 | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | M | 333.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 333.5 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 6 | 0 | 6 | 0 |
| | JOURNEY | M | 364.2 | 0.0 | 3.0 | 0.0 | 0.0 | 0.0 | 0.0 | 361.2 | 0.0 | 0.0 | 100.00 | 0.82 | 99.18 | 0.00 | 9 | 1 | 8 | 0 |
| | TRAINEE | M | 71.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 71.2 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 2 | 0 | 2 | 0 |

| Class | Skill Level | Sex | Hours Worked | | | | | | | | | Percentages | | | Number of Employees | | | | | |
|-----------------------------------|-------------|-----|--------------|-------|--------|-------|-----------------|--------------------------------|-------|-------------|-------|-------------|--------|-------|---------------------|-------|-------|-------|-------|---|
| | | | All Races | Black | Hisp. | Asian | Pacific Island. | American Indian/Alaskan Native | White | Two or More | Other | Total | Minor | White | Other | Total | Minor | White | Other | |
| | Subtotal | M | 768.9 | 0.0 | 3.0 | 0.0 | 0.0 | 0.0 | 0.0 | 765.9 | 0.0 | 0.0 | 100.00 | 0.39 | 99.61 | 0.00 | 17 | 1 | 16 | 0 |
| OPR2 - Equipment Operator-Group 2 | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | M | 109.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 109.5 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 5 | 0 | 5 | 0 |
| | JOURNEY | M | 196.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 196.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 3 | 0 | 3 | 0 |
| | TRAINEE | M | 63.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 63.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 2 | 0 | 2 | 0 |
| | Subtotal | M | 368.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 368.5 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 10 | 0 | 10 | 0 |
| OPR3 - Equipment Operator Group 3 | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | M | 179.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 179.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 3 | 0 | 3 | 0 |
| | JOURNEY | M | 658.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 658.5 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 1 | 0 | 1 | 0 |
| | Subtotal | M | 837.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 837.5 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 4 | 0 | 4 | 0 |
| PROJ MGR - Project Manager | | | | | | | | | | | | | | | | | | | | |
| | OTHER | M | 2024.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2024.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 1 | 0 | 1 | 0 |
| | Subtotal | M | 2024.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2024.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 1 | 0 | 1 | 0 |
| SUPT - Superintendent | | | | | | | | | | | | | | | | | | | | |
| | JOURNEY | M | 7840.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 7840.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 4 | 0 | 4 | 0 |
| | Subtotal | M | 7840.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 7840.0 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 4 | 0 | 4 | 0 |
| TD1 - Truck Driver-3 tons & under | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | M | 35.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 35.2 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 3 | 0 | 3 | 0 |
| | JOURNEY | M | 39.7 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 39.7 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 1 | 0 | 1 | 0 |
| | Subtotal | M | 74.9 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 74.9 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 4 | 0 | 4 | 0 |
| Total | APPRENTICE | M | 21189.6 | 252.2 | 2041.7 | 0.0 | 0.0 | 0.0 | 0.0 | 18895.7 | 0.0 | 0.0 | 100.00 | 10.83 | 89.17 | 0.00 | 16 | 2 | 14 | 0 |
| Total | JOURNEY | M | 27412.6 | 0.0 | 286.4 | 0.0 | 0.0 | 0.0 | 0.0 | 27126.2 | 0.0 | 0.0 | 100.00 | 1.04 | 98.96 | 0.00 | 16 | 1 | 15 | 0 |
| Total | OTHER | M | 4403.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 4403.5 | 0.0 | 0.0 | 59.66 | 0.00 | 59.66 | 0.00 | 3 | 0 | 3 | 0 |
| Total | OTHER | F | 2977.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2977.0 | 0.0 | 0.0 | 40.34 | 0.00 | 40.34 | 0.00 | 3 | 0 | 3 | 0 |
| Total | OTHER | | 7380.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 7380.5 | 0.0 | 0.0 | 100.00 | 0.00 | 100.00 | 0.00 | 6 | 0 | 6 | 0 |
| Total | TRAINEE | M | 5092.2 | 89.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5003.2 | 0.0 | 0.0 | 100.00 | 1.75 | 98.25 | 0.00 | 9 | 1 | 8 | 0 |
| Grand Total | | M | 58097.9 | 341.2 | 2328.1 | 0.0 | 0.0 | 0.0 | 0.0 | 55428.6 | 0.0 | 0.0 | 95.13 | 4.37 | 90.76 | 0.00 | 44 | 4 | 40 | 0 |
| Grand Total | | F | 2977.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 2977.0 | 0.0 | 0.0 | 4.87 | 0.00 | 4.87 | 0.00 | 3 | 0 | 3 | 0 |
| Grand Total | | | 61074.9 | 341.2 | 2328.1 | 0.0 | 0.0 | 0.0 | 0.0 | 58405.6 | 0.0 | 0.0 | 100.00 | 4.37 | 95.63 | 0.00 | 47 | 4 | 43 | 0 |

17. EVIDENCE OF INSURABILITY ** See attached **

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

Names Insured: E. C. Matthews Co., Inc. Employee ID: 61-1110279
 Address: _____ Phone: 859-278-3131

Project to be insured: _____

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

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

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

Agency or Brokerage _____ Name of Authorized Representative _____

Street Address _____ Title _____

City _____ State _____ Zip _____ Authorized Signature _____

Telephone Number _____ Date _____

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

18. DEBARRED FIRMS

PROJECT NAME: Downtown Streetscape,

BID NUMBER: 106-2012

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 E. C. Matthews Co., 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.

E. C. Matthews Co., Inc.
Name of Firm Submitting Bid


Signature of Authorized Official

President
Title

August 27, 2012
Date

18. DEBARRED FIRMS

PROJECT NAME: Downtown Streetscape,

BID NUMBER: 106-2012

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.

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E. C. Matthews Co., Inc.
Name of Firm Submitting Bid


Signature of Authorized Official

President
Title

August 27, 2012
Date

19. DEBARMENT CERTIFICATION

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

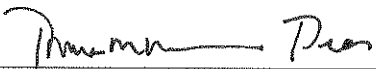
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 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: E. C. Matthews Co., Inc.

Project: Downtown Streetscape, #106-2012

Printed Name and Title of Authorized Representative: Thomas M. Matthews, President

Signature: 

Date: August 27, 2012

END OF SECTION

20. REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS FOR BIDS AND CONTRACTS IN GENERAL:

I. Each bidder or offeror swears and affirms under penalty of perjury, that:

- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
- c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
- d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

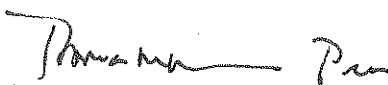
II. Each contractor further swears and affirms under penalty of perjury, that:

- a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 2 OF 2

c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.


Signature

Thomas M. Matthews
Printed Name

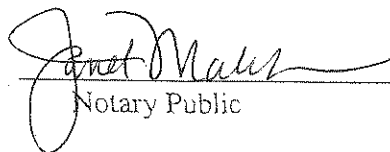
President
Title

August 27, 2012
Date

Company Name E. C. Matthews Co., Inc.
Address 2265 Harrodsburg Road
Lexington KY 40504

Subscribed and sworn to before me by Thomas M. Matthews, President
(Affiant) (Title)

of E. C. Matthews Co., Inc. this 27th day of August, 20 12
(Company Name)


Notary Public

[seal of notary]

My commission expires: October 21, 2012

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we E. C. Matthews Company Inc., 2265 Harrodsburg Road, Lexington, KY 40504

as Principal, hereinafter called the Principal, and Western Surety Company, CNA Surety, 9900 Corporate Campus Drive, Ste 2800, Louisville, KY 40223

a corporation duly organized under the laws of the State of South Dakota

as Surety, hereinafter called the Surety, are held and firmly bound to Lexington Fayette Urban County Government, 200 East Main Street, Lexington, KY 40506

as Obligee, hereinafter called the Obligee, in the sum of 5% of bid amount

Dollars (\$)

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

WHEREAS, the Principal has submitted a bid for Lexington Downtown Streetscape Phase One, Site Amenities Package – Main & Cheapside, Bid # 106-2012.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and 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 27th day of August, 2012.

Janet Matthews (Witness)

Amy D Cook (Witness)

E. C. Matthews Company Inc. (Principal) (Seal) [Signature]

Western Surety Company (Surety) (Seal) Rob Hoenscheid (Title) Attorney-In-Fact [Signature]

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Rob Hoenscheid, Tonia C Kennedy, Individually

of Lexington, KY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 11th day of June, 2012.



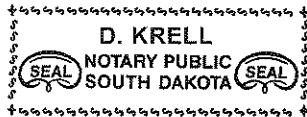
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of June, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary