



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Haire Construction LLC

11214 Decimal Drive

Louisville, KY 40299

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban Co Government

200 East Main St 3rd Floor

Lexington, KY 40507

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

62 Maple Avenue

Keene, NH 03431

Mailing Address for Notices

The Ohio Casualty Insurance Company

Attention: Surety Claims Department

1001 4th Avenue, Suite 1700

Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Bid Amount---

PROJECT: ADA Sidewalk Installation & Removal
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of June, 2020.


(Witness)

Haire Construction LLC
(Principal) _____ (Seal)

owner
(Title) _____


(Witness)

The Ohio Casualty Insurance Company
(Surety) _____

(Title) Nikki Rutledge, Attorney-In-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7987973

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James T. Hunt; Stanley G. Logan Jr; Whitney McGovern; Nikki L. Rutledge; Lisa Vaughn

all of the city of Louisville, state of KY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of January, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



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Bid Bond

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(Name, legal status and address)

Haire Construction LLC
11214 Decimal Drive

Louisville, KY 40299

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban Co Government
200 East Main St 3rd Floor

Lexington, KY 40507

BOND AMOUNT: Five Percent (5%) of the Bid Amount---

PROJECT: ADA Sidewalk Installation & Removal
(Name, location or address, and Project number, if any)

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

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The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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Signed and sealed this 29th day of June, 2020

Haire Construction LLC

(Principal)

(Seal)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Title)

Nikki Rutledge, Attorney-In-Fact

*** **IMPORTANT** - PLEASE RESPOND ***

Low Bidder - Bid Amount

2nd Bidder - Bid Amount

3rd Bidder - Bid Amount
(Witness)

Your Bid if not above \$

Fax This Sheet to Nikki @ (502) 499-6947 ASAP

FY 2021

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC
WORKS

DIVISION OF STREETS & ROADS

INVITATION TO BID

**ADA Sidewalk Ramp Installation and
Reconstruction**

FY 2021

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

DIVISION OF STREETS & ROADS

INVITATION TO BID

ADA Sidewalk Ramp Installation and Reconstruction

Bidders will furnish all necessary labor, machinery, tools, apparatus, materials and other necessary supplies, to install or reconstruct, in strict accordance with the URBAN COUNTY GOVERNMENT'S specifications, all of the sidewalk ramps prescribed by the URBAN COUNTY GOVERNMENT. A certified check of bid bond, in the amount of five (5%) percent of the total bid shall accompany the proposal.

Agreed liquidated damages will be Two Hundred Dollars (\$200.00) per calendar day. Time of completion of this contract will be prior to June 30, 2021. THE URBAN COUNTY GOVERNMENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. Bidder agrees to execute contract within ten (10) days after the date of receiving notice of award, and to begin work when notified to do so by the URBAN COUNTY GOVERNMENT, and to complete same within the specified time to the satisfaction of the URBAN COUNTY GOVERNMENT, or in the event of failure to complete the work within the specified time, to pay the URBAN COUNTY GOVERNMENT, the daily amount of agreed liquidated damages set out above. Bidder also proposes to insure that terms of the contract and requirements of the specifications and plans shall be fully complied with by furnishing either a surety bond for the total amount of the contract price, as determined from the unit prices bid and estimated quantities, acceptable to the URBAN COUNTY GOVERNMENT, or such other form of bond as may be required by the URBAN COUNTY GOVERNMENT, and that the surety company, if used, will be satisfactory to the URBAN COUNTY GOVERNMENT and the amount of its bond be within the limit set for it by the U.S. Treasury Department's quarterly report. Bidders will enclose, herewith, proposal guaranty for the amount set out above, payable to the URBAN COUNTY GOVERNMENT as guarantee of good faith, and which, if awarded the contract, AGREES to forfeit as liquidated damages to the URBAN COUNTY GOVERNMENT, in the event of bidder's failure to enter into contract and furnish satisfactory bond to the URBAN COUNTY GOVERNMENT within ten (10) days after receiving official notice of award. Bidders have examined the plans and specifications and the location of the work and are fully informed as to what is to be done and the conditions relating to the work. Bidders understand that the quantities shown on the estimate are approximate ONLY and are subject to either increase or decrease. Should the quantities of any or all of the items of work be increased, bidders agree to do the additional work at the proposed unit prices, and should the quantities be decreased, make no claim for anticipated profits. The URBAN COUNTY GOVERNMENT will award the bids on a unit price basis for the project. This Unit Price Contract may also be used for parking lots, cart paths, jogging/walking paths and other projects so designated by the Division of STREETS & ROADS.

ACCEPTANCE AND FINAL PAYMENT:

Within sixty (60) days after final inspection and acceptance of the sidewalk improvement by the URBAN COUNTY GOVERNMENT, the final estimate for all work done, including all retained percentage, shall be compiled by the Division of STREETS AND ROADS and furnished to the Commissioner of the Department of Environmental Quality and Public Works, or her designee. Upon the latter's approval, in whole or in part, the amount of money thus found due the contractor, after the total amount of all previous payments, liquidated damages and other claims, if any, are deducted, will be certified for payment. Before final payment is made to any contractor on any work or portion thereof, the contractor will be required to satisfy the URBAN COUNTY GOVERNMENT to the effect that ALL claims for labor done on the contract and all material put into the work, have been fully paid or satisfactorily secured; BUT, the Commissioner of Environmental Quality and Public Works shall be held harmless by the Contractor and surety on his bond from the payment of any money paid under the belief that said claims for labor and materials have been settled satisfactorily when they have NOT been so settled, and the rights of claimants for labor or materials are not to be prejudiced by any missed payment. The acceptance by the Contractor of the said final estimate shall operate as and shall be a release to the URBAN COUNTY GOVERNMENT and the Commissioner of Environmental Quality and Public Works. The 2019 KYTC Standard Specification Book with applicable amendments and the following special specifications and provisions apply on this project. The Kentucky Department of Labor rules and regulations shall be strictly complied with.

UNIT PRICE WORK:

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 Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining the initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the Contractor will be made by the Division of STREETS & ROADS. The Lexington-Fayette Urban County Government reserves the right to require additional work based on the unit prices offered in this Contract for a period of one (1) year after contract acceptance. The Unit Prices may also be used for other work besides city sidewalk ramps. This may include parking lots, cart paths, walking/jogging paths and other projects as designated by the Division of STREETS & ROADS.

PERFORMANCE BOND:

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of the contract and for the payment of all persons performing labor and furnishing materials in connection with the Contract. This bond shall be executed on standard form by a Surety authorized to do business in the state and acceptable to the LFUCG.

SPECIAL PROVISION FOR CONTRACT TIME EXTENSION:

In case of delays in the progress of a project due to the inability of the Contractor to secure materials, it will be the policy of the Urban County Government to grant an extension of time, if requested by the Contractor with presentation of evidence, satisfactory to the Director of STREETS & ROADS, that materials for use on the project were not available from any reasonable source.

CONTRACT COMPLIANCE:

It is the policy of the Lexington-Fayette Urban County Government that all contractors for supplies and services support the affirmative action policies of this Government. All offices, departments, and divisions shall follow the following regulations:

- A. All Urban County Departments shall include in every direct or indirect publicly funded contract for supplies, materials, services, or equipment the following provisions:

During the performance of the contract, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, age, national origin, or handicap.
 - 2. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contract that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or handicap.
- B. Contractors who are awarded contracts for more than \$50,000 and who have fifteen (15) or more employees shall place on file with the Equal Opportunity Officer a copy of their Affirmative Action Program containing goals and objectives and timetables for achieving those goals and objectives. The Affirmative Action Officer shall have the power to monitor the plans of contractors who meet the above criteria. These regulations are in addition to and do not supersede those required by KRS 45.550 at et. seq.
 - C. Contractors doing business with the Urban County Government pursuant to federal grant funds must follow the affirmative action guidelines as set out in Executive Order 11246, as amended.
 - D. Contractors doing business for the Urban County Government shall obtain a photo identification badge from the Division of Human Resources, prior to commencement of work. Contact the Division of STREETS & ROADS at 859-258-3451 one (1) week prior and ID times will be scheduled. Once the contract is complete, all ID badges will be collected.
 - E. Noncompliance with any of the above requirements shall be reported forthwith and shall be cause for possible:
 - 1. Suspension of contract,
 - 2. Debarment from future bidding, and
 - 3. Hearings and court action under the laws applicable for such noncompliance.

INSTRUCTIONS TO BIDDERS

Defined Terms

Terms used in these Instructions to Bidders that are defined in General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

REFERENCES TO KENTUCKY TRANSPORTATION CABINET STATE SPECIFICATIONS:

For this Invitation to Bid, any references to "state specifications" means the *2019 KYTC Standard Specification Book*, as amended.

Available online at:

<https://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

or: Division of Construction, 200 Mero Street, Frankfort, KY 40601, Phone: (502) 564-4780.

REFERENCES TO LFUCG STANDARD DRAWINGS:

For this Invitation to Bid, any references to "LFUCG Standard Drawings" means the *Lexington-Fayette Urban County Engineering Standard Drawings*, effective 2017, and as amended.

Available online at:

<https://www.lexingtonky.gov/sites/default/files/2019-11/LFUCG%20Standard%20Drawings%202017%20v%201.61.pdf>

TRAFFIC CONTROL: Temporary Traffic Control shall comply with the *Manual of Uniform Traffic Control Devices (MUTCD)*, Chapter 6, and will be considered Incidental for each bid item.

Qualifications of Bidders

The LFUCG may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the LFUCG all such information and data for this purpose as the LFUCG may request. The LFUCG reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the LFUCG 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. The award will be made to the lowest cost qualified bidder(s).

In determining the lowest cost qualified bidder(s), the following elements will be considered: (1) Does the bidder involved maintain a permanent place of business; (2) Does the bidder have adequate equipment to perform the work properly and expeditiously; (3) Does the bidder have suitable financial resources to meet obligations incidental to the work; (4) Does the bidder have sufficient and appropriate technical experience; (5) Has the bidder performed satisfactorily on previously awarded projects; (6) The percentage of DBE and the value of DBE subcontracts in relation to the total amount; (7) The quality of the Bidders Affirmative Action Plan; and (8) Documentation of "good faith" efforts to achieve the 10% minimum DBE goal.

Corporate Firms

Foreign Corporations: are required to be registered with the Secretary of State of the Commonwealth of Kentucky for doing business within the Commonwealth and must be in good standing.

Domestic Corporations: are required to be in good standing with the requirements and provisions of the Office of the Secretary of State, Commonwealth of Kentucky.

Examination of Contract Documents and Site

Before submitting his bid, each Bidder must examine the Contract Documents thoroughly and familiarize himself with federal, state, and local laws, ordinances, rules, and regulations affecting performance of the work.

The submission of a bid is considered to be an incontrovertible statement by the Bidder that he has fulfilled the requirements above.

Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted at <https://lexingtonky.ionwave.net>. Replies will be issued either by IonWave Q&A module or by Addenda. Only questions answered by IonWave Q&A module or formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Contract Time

Unit prices in the Contract shall only be adjusted in accordance with the terms set forth in this Invitation to Bid, and in accordance with state specifications. **The contract and unit prices may be extended for three (3) additional one (1) year terms.**

Subcontractors, Etc.

If the Supplementary Conditions or Specifications require the identity of the certain Subcontractors or other persons or organizations to be submitted to the LFUCG in advance of the Note of Award, the Bidder, will within seven calendar days after the day of the Bid Opening submit to the LFUCG a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is so required. An experience statement with pertinent information as to similar projects and other evidence of qualifications shall accompany such list for each Subcontractor, person and organization if requested by LFUCG. If LFUCG, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, LFUCG may, before giving Notice of Award, request the Bidder to submit an acceptable substitute without an increase in the Bid price. (If the Bidder declines to make any such substitution, he will thereby sacrifice his Bid Security.) Any Subcontractor, other person or organization so listed and to whom LFUCG does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to LFUCG.

CONTRACTOR shall not be required to employ a Subcontractor, other person or organization against which he/she has reasonable objection.

Bid Schedule

Bid Schedule must be completed in Excel format, signed, and submitted with Bid in Ion Wave.

The President or Vice-President (or other corporate officer accompanied by evidence of authority to sign) must execute bids by corporations in the corporate name and the corporate seal must be affixed and attested by the Secretary, or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form.)

Award of Contract

LFUCG reserves the right to reject any and all bids and waive any and all informalities, and the right to disregard all non-conforming or condition bids or counter proposals.

In evaluating bids, LFUCG shall consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested in the Bid Forms. LFUCG may consider the qualification and experience of the Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for portions of the work as to which the identity of Subcontractors and other persons or organizations must be submitted as specified in Special Conditions or Specifications. He may conduct such investigations, as he deems necessary to establish the responsibility, qualifications or financial ability of the Bidders, proposed Subcontractors and other persons or organizations to do the work, in accordance with the Contract Documents, to LFUCG'S satisfaction within the prescribed time. LFUCG reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to LFUCG'S satisfaction.

If a Contract or Contracts is to be awarded, LFUCG will give the apparent successful Bidder(s) a Notice of Award within ninety (90) calendar days after the day of the Bid Opening.

The successful Bidder(s) shall, within ten (10) days after acceptance of his proposal, enter into written agreement with LFUCG. The required Contract Security shall be delivered along with the executed agreement.

CONTRACTOR'S RESPONSIBILITIES

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 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.

SUPERINTENDENCE:

Contractor shall keep on the work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Division of STREETS & ROADS 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.

LABOR:

Contractor shall provide competent, suitably qualified personnel to 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 LFUCG's written consent given after prior written notice to the Division of STREETS & ROADS.

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.

ONE YEAR CORRECTION PERIOD:

If within one (1) 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 LFUCG and in accordance with LFUCG'S written instructions, either correct such defective work, or, if it has been rejected by LFUCG, 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, LFUCG 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.

FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 6-29-20

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

This Proposal Submitted by:

Haire Construction, LLC 11214 Decimal Dr. Louisville, KY 40299
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the state of

Kentucky :doing business as:

a corporation

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

To: Lexington-Fayette Urban County Government (hereinafter called "LFUCG")
Office of the Director of Central Purchasing
200 East Main Street, Third Floor
Lexington, KY 40507

To Whom It May Concern:

The bidder, in compliance with your Invitation for Bids for the **ADA Sidewalk Ramp Installation and Reconstruction, Lexington, Kentucky**, having examined the Plans and Specifications with related documents and the site of the 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 part. The Bidder hereby agrees to commence work under this Contract on a date to be specified in written "Notice to Proceed" of the LFUG and to fully complete the project by June 30, 2021.

The Bidder further agrees to pay as liquidated damages, the sum of Two Hundred Dollars (\$200.00) for each consecutive calendar day thereafter as stated herein.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. None Date _____; Addendum No. _____ Date _____

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

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

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

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

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: Haire Construction, LLC
2. Permanent Place of Business: 11214 Decimal Dr. Louisville, KY 40299
3. When Organized: 2018
4. Where Incorporated: Low. KY
5. Construction Plant and Equipment Available for this project: We have
all man power, trucks, tools, and experience to complete
scope of work described
 (Attach Separate Sheet if Necessary)

6. Financial Condition:

The apparent low Bidder is required to submit its latest three (3) years audited financial statements to the LFUCG's office 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:

Liberty Mutual (Surety)
 Signed: (Bond attached) (Representative of Surety)

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

NAME	LOCATION	CONTRACT SUM
<u>Kentucky Center for the Arts</u>	<u>Louisville, KY</u>	<u>\$98,372.00</u>
<u>Old Todd's Rd</u>	<u>Lexington, KY</u>	<u>\$50,050.00</u>
<u>Loretta Stanley</u>	<u>Pikeville, KY</u>	<u>\$70,941.00</u>
<u>New Albany City Hall</u>	<u>New Albany, IN</u>	<u>\$625,000.00</u>

9. The bidder is now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Bloomington</u>	<u>Bloomington IN</u>	<u>\$190,513.⁰⁰</u>
<u>Northern Ky Univ.</u>	<u>Highland Heights, KY</u>	<u>\$92,550.⁰⁰</u>
<u>Western KY Corrections</u>	<u>Bowling Green KY</u>	<u>\$123,000.⁰⁰</u>
_____	_____	_____

10. List key bidder personnel who will work on this project:

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YRS. W/BIDDER</u>
<u>Chad Hoffman</u>	<u>Superintendent</u>	<u>3</u>
<u>Brendon Hood</u>	<u>Laborer</u>	<u>8</u>
<u>Thomas Wysocki</u>	<u>Laborer</u>	<u>6</u>
_____	_____	_____

11. We acknowledge that, if we are the apparent low bidder, we will submit to the LFUCG within seven (7) calendar days following the Bid Opening, the required three (3) years audited financial statements, our latest three (3) year loss history for all insurance claims including losses arising from coverages required by this Contract, a sworn statement on the LFUCG'S form regarding all current work on hand and under contract, and a statement on the LFUCG'S form of the experience of our officers, office management, and field management personnel, all in accordance with the Special Conditions of the Project Specifications and Bid Documents.

Respectfully submitted:

(Name of Contracting Firm)

BY: Sal Offas

TITLE: owner

DATE: 8/29/, 2020

STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Chad Huffman

POSITION/TITLE: Chief of Operations

STATEMENT OF EXPERIENCE: Project manager, order materials, game plan all commercial projects. Set scheduling for all jobs. Experience in flatwork, air barrier, waterproofing, piers, micropiles, joint sealants, and underpinning. I have 3 years experience in all of the above.

NAME OF INDIVIDUAL: Thomas Wysocki Jr.

POSITION/TITLE: Residential Production Manager

STATEMENT OF EXPERIENCE: 7 years experience in everything we do.
4/20/20

NAME OF INDIVIDUAL: Shawn Cornish

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: Hold Weekly meetings with supervisors and staff. Plan strategies for marketing, production, and Sales Reps. Do all service calls and scheduling. Hand on Experience with Waterproofing, Flatwork, Helical Piers, Push Piers, and Drainage work. Total of 10 years in construction.

NAME OF INDIVIDUAL: Bryan Taylor

POSITION/TITLE: Commercial Specialist

STATEMENT OF EXPERIENCE: I have worked in concrete construction over 16 yrs. and specialize in sidewalks compliant to KYTC.

NAME OF INDIVIDUAL: Lauren Boone

POSITION/TITLE: Office manager

STATEMENT OF EXPERIENCE: I have worked in office management for five years. I have certified training in Quickbooks and a notary public for the state of Kentucky

BY: Haire Construction
Name of Firm

DATE: 6/29/2020

BY: Lauren Boone

TITLE: office manager

Include all officers, office management, and field management personnel. Attach separate sheets if necessary.

LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the LFUCG to be executed, completed, and submitted with the Bidder's Form of Proposal. All subcontractors are subject to approval of the LFUCG. Failure to submit this list completely filled out may be cause for rejection of Bid.

BRANCH OF WORK - LIST EACH MAJOR ITEM

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

SUBCONTRACTOR

1. <u>NA</u>	Name: _____
	Address: _____
2. <u>NA</u>	Name: _____
	Address: _____
3. <u>NA</u>	Name: _____
	Address: _____
4. <u>NA</u>	Name: _____
	Address: _____
5. <u>NA</u>	Name: _____
	Address: _____
6. <u>NA</u>	Name: _____
	Address: _____
7. <u>NA</u>	Name: _____
	Address: _____

* All work done in house *

LEGAL STATUS OF BIDDER

Bidder Haire Construction, LLC

Date 6-29-20

1. A corporation duly organized and doing business under the laws of the State of KY / IN, for whom Luke Haire, bearing the official title of owner, whose signature is affixed to this Proposal, is duly authorized to execute contracts.

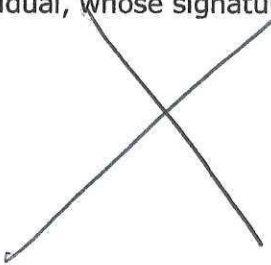
2. A Partnership, all of the members of which, with addresses are:

(Designate general partners as such)

~~_____

_____~~

3. An individual, whose signature is affixed to this Proposal.



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

**AUTHENTICATION OF BID AND STATEMENT OF
NON-COLLUSION AND 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 sixty (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.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN MAY INVALIDATE BID.

Signed by 

Firm Haire Construction, LLC

Address 11214 Decinel Dr.

Louisville KY 40299

Telephone No. 502-493-4822

Date 6-29-20

ADA Sidewalk Ramp Installation and Reconstruction

Scope of Work

The purpose of this Invitation to Bid is to solicit offers from qualified firms to install/reconstruct sidewalk ramps at the locations determined by the LFUCG Director of Streets and Roads or his/her designee. The successful bidder shall be given a listing of the ramps to be installed/reconstructed. The successful bidder is expected to have sufficient company personnel to complete the work averaging 4-5 ramp installations per work day. Work completed and inspected by an authorized Division of STREETS AND ROADS inspector can be billed in monthly installments.

It is understood that not every sidewalk ramp installation/reconstruction will be constructed the same. The contractor shall be paid for the actual units installed at each location.

The bidder is advised to take special note of the bid item for installation of tactile warning tiles. The tiles shall be furnished by the LFUCG Division of STREETS AND ROADS with the contractor responsible for placement according to LFUCG and the manufacturer's specifications.

For this Invitation to Bid, any references to "state specifications" means the *2019 KYTC Standard Specification Book*, as amended.

Available online at:

<https://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

or: Division of Construction, 200 Mero Street, Frankfort, KY 40601, Phone: (502) 564-4780.

REFERENCES TO LFUCG STANDARD DRAWINGS:

For this Invitation to Bid, any references to "LFUCG Standard Drawings" means the *Lexington-Fayette Urban County Engineering Standard Drawings*, effective 2017, and as amended.

Available online at:

<https://www.lexingtonky.gov/sites/default/files/2019-11/LFUCG%20Standard%20Drawings%202017%20v%201.61.pdf>

TRAFFIC CONTROL: Temporary Traffic Control shall comply with the *Manual of Uniform Traffic Control Devices (MUTCD)*, Chapter 6, and will be considered Incidental for each bid item.

TECHNICAL SPECIFICATIONS

SECTION 1 – REMOVE PORTLAND CEMENT CONCRETE SIDEWALKS & CURB AND GUTTER

1.1 SCOPE

Work will consist of the removal of Portland Cement Concrete Sidewalks and Curb and Gutter. Work for this Section shall conform to state specifications, Section 203, and shall include all labor, materials, equipment, excavation, disposal, saw-cutting and incidentals necessary to complete the work. Removal areas will terminate at fully sawed joint faces.

1.2 BASIS OF PAYMENT FOR THE REMOVAL OF PORTLAND CEMENT CONCRETE SIDEWALK

Accepted quantities for Removal of Portland Cement Concrete Sidewalk will be paid for at the unit bid price as quoted for each item (which shall be full compensation for all work under this section) and paid per square yard of the specified item satisfactorily removed. All labor, materials, excavation, and equipment shall be incidental to the removal of Portland Cement Concrete Sidewalk.

1.3 BASIS OF PAYMENT FOR THE REMOVAL OF CURB AND GUTTER

Accepted quantities for Removal of Curb and Gutter will be paid for at the respective unit bid price as quoted (which shall be full compensation for all work under this section) and paid per linear foot satisfactorily removed. All labor, materials, excavation, and equipment shall be incidental to the removal of Curb and Gutter.

SECTION 2 - DENSE GRADED AGGREGATE

2.1 SCOPE

This Work consists of the construction of Dense Graded Aggregate base in accordance with the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings, current edition. Work in this section shall also conform to Sections 109 and 302 of the state specifications, but only to the extent that these state sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings. The requirements of state specifications, Section 302, apply with the following changes:

- (1) Control strips will not be required or utilized for compaction control.
- (2) Test sections and target density, as prescribed in paragraph 302.03.04 will not be established.
- (3) Density measurements will be made at locations designated by the LFUCG or representative.
- (4) Initial testing will be provided by the LFUCG; any necessary re-testing requested by the CONTRACTOR will be at the CONTRACTOR'S expense.

- (5) The average of dry density measurements in a lift shall be equal to or better than 144 pounds per cubic foot (pcf). No individual measurement shall be less than 140 pcf.
- (6) In the event the dry density measurements are not met, laydown operations will be stopped in the substandard area identified by the LFUCG or representative. The CONTRACTOR will either continue compaction effort or rework the designated section until the requirements for dry density are satisfied.
- (7) Subgrade shall be thoroughly compacted. Soft or unsuitable subgrade shall be excavated and replaced with compacted DGA. At the discretion of the LFUCG, Contractor shall place a 4" thick subbase of DGA on top of compacted subgrade and shall strike and mechanically compact the stone to produce a uniform flat surface.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

2.2 PAYMENT

Accepted quantities for Dense Graded Aggregate will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Dense Graded Aggregate satisfactorily placed. Payment shall be based on weight tickets for Dense Graded Aggregate delivered and accepted for the work. All labor, materials (other than the Dense Graded Aggregate), delivery, equipment, and excavation shall be incidental to the placement of Dense Graded Aggregate.

SECTION 3 - SIDEWALK RAMPS

3.1 SCOPE

This work consists of the construction of Sidewalk Ramps on a thoroughly compacted sub-grade in accordance with the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings section 304. Work in this section shall also conform to Sections 601 of the state specifications, but only to the extent that these state sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings. Work in this section shall also conform to the specifications identified in Exhibit A "Louisville Metro Curb Ramp Drawings" but only to the extent that these specifications do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Expansion joint material shall be of approved quality and of one-half (1/2) inch thickness. Expansion joints shall extend entirely and continuously through the concrete, and all excess expansion joint material shall be trimmed to conform to the surface of the concrete.

Concrete shall be sufficiently vibrated to assure removal of air voids. Concrete shall be struck off by use of a screed, floated and brushed. Edges and division marks shall be finished in a neat and workmanlike manner through use of the proper concrete finishing tools. Division joints in sidewalks shall be three-fourths (3/4) inch in depth, at four foot intervals.

When it is necessary to replace portions of existing concrete sidewalks and entrance pavements, such existing features will be removed to the nearest transverse joint or division mark beyond the matching point indicated on the Plans. The existing concrete shall be sawed by an approved concrete saw. In the absence of a transverse joint or division mark, the sawing shall be

performed as directed by the LFUCG. It will not be permissible to place new concrete against the ragged edges of concrete caused by removal devices such as hand tools and air hammers or caused by breaks.

All concrete used shall be Class A concrete on which Type 2 (white pigmented) curing compound is used. Any pouring of concrete must be immediately preceded by inspection and approval of LFUCG.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the work.

3.2 PAYMENT

Accepted quantities for Sidewalk Ramps will be paid for at the unit bid price as quoted (which shall be full compensation for all work required under this Section) and paid per square yard satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Sidewalk Ramps.

SECTION 4- CONCRETE SIDEWALK (4½" and 6")

4.1 SCOPE

This work consists of the construction of sidewalks on a thoroughly compacted sub-grade in accordance with the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings, current edition. Work in this section shall also conform to Sections 601 of the state specifications, but only to the extent that these state sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Expansion joints shall be placed at 32-foot intervals. Expansion joint material shall be of approved quality and of one-half (½) inch thickness. Expansion joints shall extend entirely and continuously through the concrete, and all excess expansion joint material shall be trimmed to conform to the surface of the concrete.

Concrete shall be sufficiently vibrated to assure removal of air voids. Concrete sidewalks shall be struck off by use of a screed, and they shall be floated and brushed. Edges and division marks shall be finished in a neat and workmanlike manner through use of the proper concrete finishing tools. Division joints in sidewalks shall be three-fourths (¾) inch in depth, at four foot intervals.

When it is necessary to replace portions of existing concrete sidewalks, such existing features will be removed to the nearest transverse joint or division mark beyond the matching point indicated on the Plans. The existing concrete shall be sawed by an approved concrete saw. In the absence of a transverse joint or division mark, the sawing shall be performed as directed by the LFUCG. It will not be permissible to place new concrete against the ragged edges of concrete caused by removal devices such as hand tools and air hammers.

All concrete used shall be Class A concrete on which Type 2 (white pigmented) curing compound is used (clear curing compound will be required in Historic Districts). Any placing of concrete must be immediately preceded by inspection and approval of the LFUCG.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the work.

4.2 PAYMENT

Accepted quantities for 4 ½ & 6 inch Concrete Sidewalk shall be paid for at the unit bid prices as quoted (which shall be full compensation for all work required under this section) and paid per square yard of specified Concrete Sidewalk satisfactorily placed. All labor, materials, equipment, sub-grade, excavation and backfill shall be incidental to the placement of 4 ½ inch Concrete Sidewalks

SECTION 5 – HEADER CURB AND CURB AND GUTTER

5.1 SCOPE

This work consists of the construction of Header Curb and/or Curb and Gutter on a thoroughly prepared sub-grade in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government Standard Drawing, number 301, current edition. Work in this section shall also conform to Sections 601 of the state specifications, but only to the extent that these state sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Any placing of concrete must be immediately preceded by inspection and approval of the LFUCG.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the work.

5.2 PAYMENT

Accepted quantities for Header Curb and/or Curb and Gutter Type 1 or Type 4 will be paid for at the unit bid price as quoted (which shall be full compensation for all work required under this section) and paid per linear foot, satisfactorily placed. Header Curb and/or Curb and Gutter, Type 1 or Type 4, will be paid at the bid price across all entrances. All labor, materials, equipment, and excavation shall be incidental to the placement of concrete Header Curb and/or Curb and Gutter, Type 1 or Type 4.

SECTION 6 - SEEDING AND PROTECTION

6.1 SCOPE

Work under this Section shall be in conformance to state specifications Section 212, and shall include all labor, materials, equipment, and incidentals necessary to complete the Work. Fertilizer (10-10-10) and agricultural lime will be incorporated into a 3" deep bed and applied at 28 lbs./1,000 sq. ft. and 150 lbs./1,000 sq. ft., respectively. Seeding shall be done with Kentucky Bluegrass only unless specified otherwise in the Purchase Order. Mulching material shall consist of straw or hay in an air-dry condition, and shall be substantially free of noxious weed seeds and objectionable foreign matter. Mulching material shall applied to a loose depth of 1 to 1½ inches.

Finelawn or other turf type fescue, 3 lb/1,000 sq. ft.; add ½ lb of Poa Trivialis for very heavy shade or otherwise customize as directed by LFUCG. The desires of the LFUCG should be considered. Species currently present should also be considered.

Contractor shall be responsible for restoration of all turf areas disturbed in the course of work. LFUCG will not pay for restoration in excess of one (1) foot outside the scope of work as defined by LFUCG.

Contractor shall supply topsoil backfill of a similar makeup and composition to the native soil. Topsoil shall be free of rocks, roots, large clods and other non-native debris or material and from a source approved by the Director of Streets & Roads.

6.2 BASIS OF PAYMENT

Accepted quantities for Seeding and Protection will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per square yard of Seeding and Protection satisfactorily placed. All labor, fertilizer, lime, straw, materials, and equipment shall be incidental to the application of Seeding and Protection.

SECTION 7 – EROSION AND SEDIMENT CONTROL

7.1 SCOPE

This section describes requirements for the planning and implementation of non-structural and structural best management practices (BMPs) to be used for erosion and sediment control during construction activities in Fayette County, Kentucky. Erosion control refers to efforts to maintain soil on a construction site. Sediment control refers to keeping the material that erodes from leaving the site.

The preparation of an erosion and sediment control plan integrating the non-structural and structural practices and procedures is a requirement for all construction projects that disturb one acre or more. The plan shall be submitted to the LFUCG Division of Water Quality before beginning construction. Once the erosion and sediment control practices have been constructed, a grading permit can be obtained. For more information on permits, see Chapter 2 of the LFUCG Storm Water Manual.

Work for this Section shall be in accordance to the LFUCG Standard Drawings and Chapter 11 of the Storm Water Manual and shall include all labor, excavation, materials, equipment, and incidentals necessary to complete the work.

Structural Sediment Control BMPs

Silt Fence

Silt fence is a temporary barrier to trap sediment that consists of a filter fabric stretched between supporting posts, with the bottom entrenched in the soil and with a wire support fence. Silt fence shall be installed down-slope of areas to be disturbed prior to clearing and grading. Silt fence must be situated such that the total area draining to the fence is not greater than one-fourth acre per 100 feet of fence. Silt fence shall be used for storm drain drop inlet protection and around soil stockpiles.

Silt fences are appropriate where the size of the drainage area is no more than one-fourth acre per 100 feet of silt fence length; the maximum slope length behind the barrier is 100 feet; and the maximum gradient behind the barrier is 50 percent (2H:1V). Silt fences can be used at the toe of stockpiles where the slope exceeds 2H:1V, but in that case, the slope length should not exceed 20 feet.

Silt fences can be used in minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres. Under no circumstances shall silt fences be constructed in streams or in swales or ditch lines where flows are likely to exceed 1 cubic foot per second (cfs).

Synthetic filter fabric shall be a pervious sheet of propylene, nylon, and polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

Physical Property Requirements

- Filtering Efficiency 75% (minimum)
- Tensile Strength at 20% 50 lbs./linear inch (minimum)
- Flow Rate 0.3 gal./ sq. ft/ min. (minimum)
- Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0°F to 120°F.
- Posts for synthetic fabric silt fences shall be either 2-inch by 2-inch wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them. Wire fence reinforcement for silt fences shall be a minimum of 36 inches in height, a minimum of 14 gauge and shall have a mesh spacing of no greater than 6 inches.

Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately. Knocked down fences shall be repaired at the end of each day. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed after each storm event or when deposits reach approximately one-half the height of the barrier. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared, and seeded. Silt fences shall be replaced every 6 months.

Storm Drain Inlet Protection

A sediment filter installed around a storm drain drop inlet or curb inlet is referred to as storm drain inlet protection. Curb inlet protection is not required if other soil stabilization and sediment control measures are in place to prevent sediment from entering the street. Storm drain inlet protection shall only be used around drop inlets when the up-slope area draining to the inlet has no other sediment control.

The drainage area shall be no greater than 1 acre.

The inlet protection device shall be constructed in a manner that will facilitate cleanout and disposal of trapped sediment and minimize interference with construction activities. Inlet protection devices shall be constructed in such a manner that any resultant ponding of storm water will not cause excessive inconvenience or damage to adjacent areas or structures.

The structure shall be inspected after each rain, and repairs made as needed. Sediment shall be removed and the device restored to its original dimensions when the sediment has accumulated to one-half the design depth of the filter. If a stone filter becomes clogged with sediment so that it no longer adequately performs its function, the stone must be pulled away

from the blocks, cleaned, and replaced. Structures shall be removed after the drainage area has been properly stabilized.

7.2 BASIS OF PAYMENT

Accepted quantities for Erosion and Sediment Control will be paid for at the Contract Unit Price as quoted which shall be full compensation for all Work required under this Section: The LFUCG will make payment for the completed and accepted quantities under the following: All labor, materials (except as noted), equipment, fuel and excavation shall be incidental to the placement and removal of Erosion and Sediment Control. Maintenance of erosion and sediment control is incidental to installation.

Silt Fence	Linear Foot
Storm Water Inlet Protection	Each

SECTION 8 – DETECTABLE WARNING SURFACE TILE

8.1 SCOPE OF WORK

This Section specifies the type and installation of the Detectable Warning Surface Tiles where indicated and is concurrent with the installation of concrete sidewalk ramps. Tiles shall meet Department of Justice specifications for use as an ADA approved tactile warning device.

8.2 RECEIVING, STORAGE AND HANDLING

Tiles shall be picked up from the Division of Streets & Roads during business hours (8:00 AM – 4:30 PM). The tiles shall be released on an as needed basis for the immediate work to be completed and not stockpiled by the Contractor. If any tiles are lost or damaged by the contractor such that LFUCG must furnish additional tiles, the cost of the additional tiles will be deducted from the Contractor's payments.

8.3 SITE CONDITIONS

Environmental Conditions and Protection: Maintain minimum temperature of 40°F in spaces to receive tactile tiles for at least 48 hours prior to installations, during installation, and for not less than 48 hours after installation. Tiles shall be within +/- 10% of ambient temperature when placed. Subsequently, maintain minimum temperature of 40°F in areas where work is completed. The use of water for work, cleaning or dust control, etc. shall be contained and controlled and shall not be allowed to come into contact with nearby structures, fixtures, motor vehicles, pedestrians, etc. Provide barricades or screens to protect passengers or public. Disposal of any potentially hazardous liquids or other materials shall be made in accordance with federal state and local laws and ordinances. Cleaning materials shall have code acceptable low VOC solvent content and low flammability if used on the site.

8.4 INSTALLATION

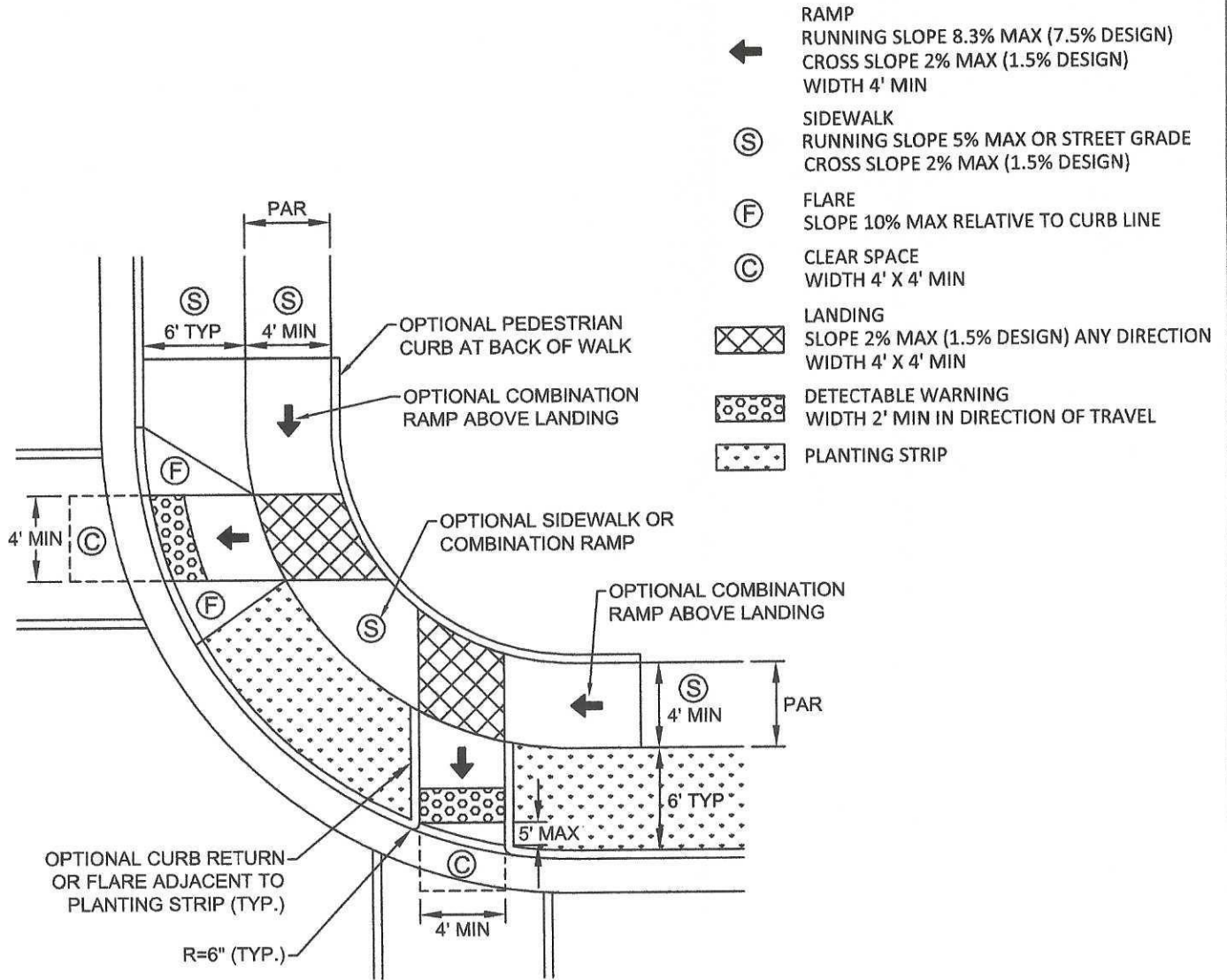
Installation shall be performed as to ADA Solutions Cast-in-Place Replaceable Tactile Tile Installation Procedures.

8.5 BASIS OF PAYMENT - Imbedded

Accepted quantities under this section shall be paid for at the unit bid price per square foot for the appropriate size of Detectable Warning Surface Tile installed. Payment shall be considered full compensation for all materials and labor required to complete the work described in this section. Other items listed in this Section shall be paid based on unit quantities.

8.6 BASIS OF PAYMENT – Retro Fit Existing Ramp

Accepted quantities under this section shall be paid for at the unit bid price per square foot for the appropriate size of Detectable Warning Surface Tile installed. Payment shall be considered full compensation for all materials and labor required to complete the work described in this section. The unit price paid under this section shall include any required saw cutting, pavement removal, base installation, and any other work required for the placement of the tiles in an existing sidewalk ramp.



TYPE A - LARGE RADIUS

NOTES

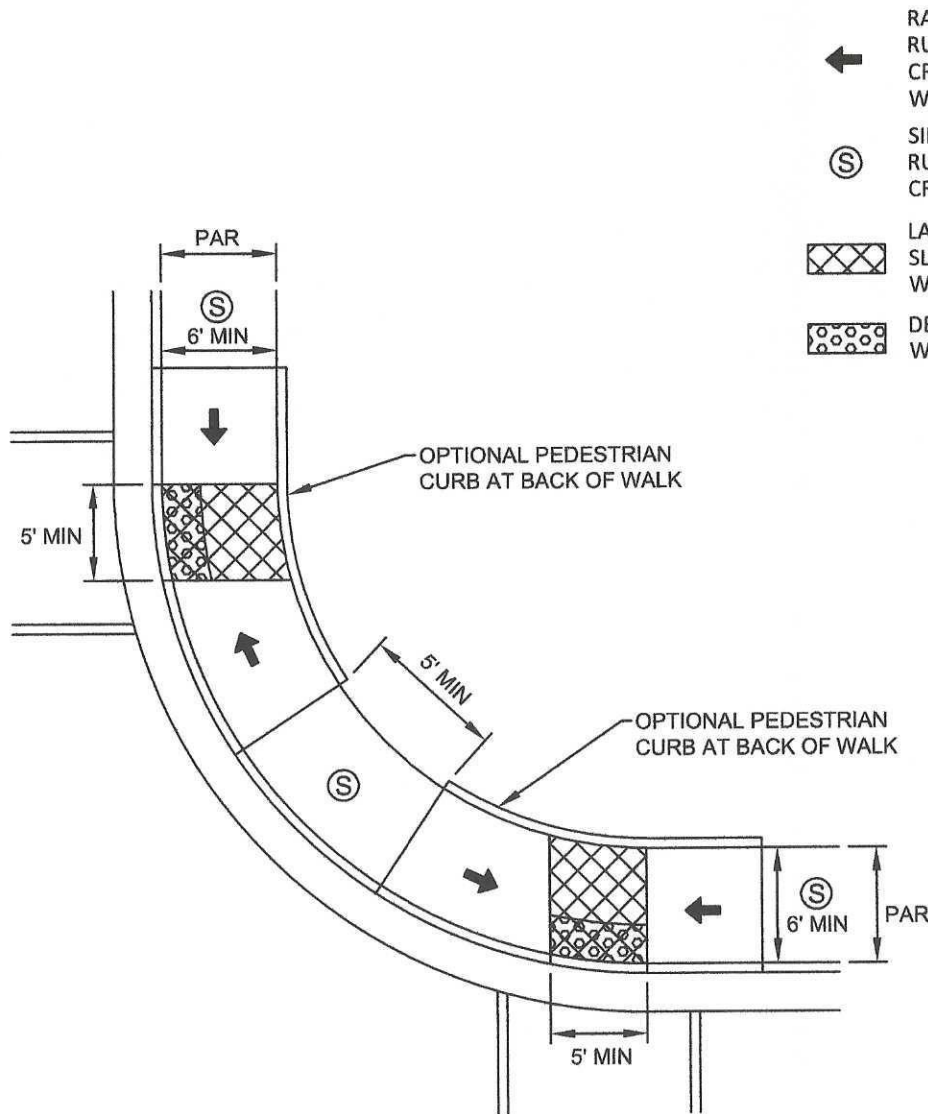
- STANDARD SIDEWALKS, SHARED-USE PATHS, AND RAMPS SHALL BE CONSTRUCTED OF KYTC CLASS A CONCRETE (3,500 PSI COMPRESSIVE STRENGTH IN 28 DAYS AND HAVING A SLUMP BETWEEN 2-IN AND 4-IN). HISTORIC SIDEWALK AND CURB SHALL BE CONSTRUCTED OF HISTORIC MIX CONCRETE. SIDEWALK 4-IN MIN. THICKNESS PLACED OVER DGA 4-IN MIN. THICKNESS PLACED OVER COMPACTED SUBGRADE. DGA MAY BE REPLACED WITH NO. 57 STONE WITH METRO APPROVAL.
- SIDEWALK, RAMPS, LANDINGS, AND BLENDED TRANSITIONS SHALL DRAIN TO THE STREET.
- WHEN THE LANDING IS CONSTRAINED AT THE BACK OF WALK OR ON TWO OR MORE SIDES, PROVIDE 5-FT MIN. LENGTH IN THE DIRECTION OF THE CROSSWALK.
- CROSSWALK WIDTH SHALL BE AT LEAST THE WIDTH OF THE SIDEWALK AND RAMP OR 6-FT MIN. WIDTH, WHICHEVER IS GREATER.
- COUNTER SLOPE OF THE GUTTER OR STREET AT THE BOTTOM OF RAMPS, LANDINGS, AND BLENDED TRANSITIONS SHALL BE 5% MAX.
- CLEAR SPACE TO BE LOCATED OUTSIDE OF A VEHICULAR TRAVEL LANE, CLEAR SPACE MINIMUM WIDTH SHALL MATCH ADJACENT RAMP.
- FLARES MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR). CURB RETURNS MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR), ALIGNED WITH THE PEDESTRIAN STREET CROSSING, AND PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, TRASH RECEPTACLES, FENCING, OR RAILING.
- AT PEDESTRIAN CROSSINGS WITHOUT YIELD OR STOP CONTROL, THE CROSS SLOPE OF LANDINGS, RAMPS, BLENDED TRANSITIONS, AND CLEAR SPACE SHALL BE PERMITTED TO BE 5% MAX. AT THE CURB LINE WITH METRO APPROVAL.
- SEE KYTC STD DWG RGX-040 FOR DETECTABLE WARNINGS.



LOUISVILLE METRO
PUBLIC WORKS

NOT TO SCALE

CURB RAMP
TYPE A



- ← RAMP
RUNNING SLOPE 8.3% MAX (7.5% DESIGN)
CROSS SLOPE 2% MAX (1.5% DESIGN)
WIDTH 4' MIN
- Ⓢ SIDEWALK
RUNNING SLOPE 5% MAX OR STREET GRADE
CROSS SLOPE 2% MAX (1.5% DESIGN)
- ▨ LANDING
SLOPE 2% MAX (1.5% DESIGN) ANY DIRECTION
WIDTH 4' X 4' MIN
- ⦿ DETECTABLE WARNING
WIDTH 2' MIN IN DIRECTION OF TRAVEL

TYPE B - LARGE RADIUS AT BACK OF CURB

NOTES

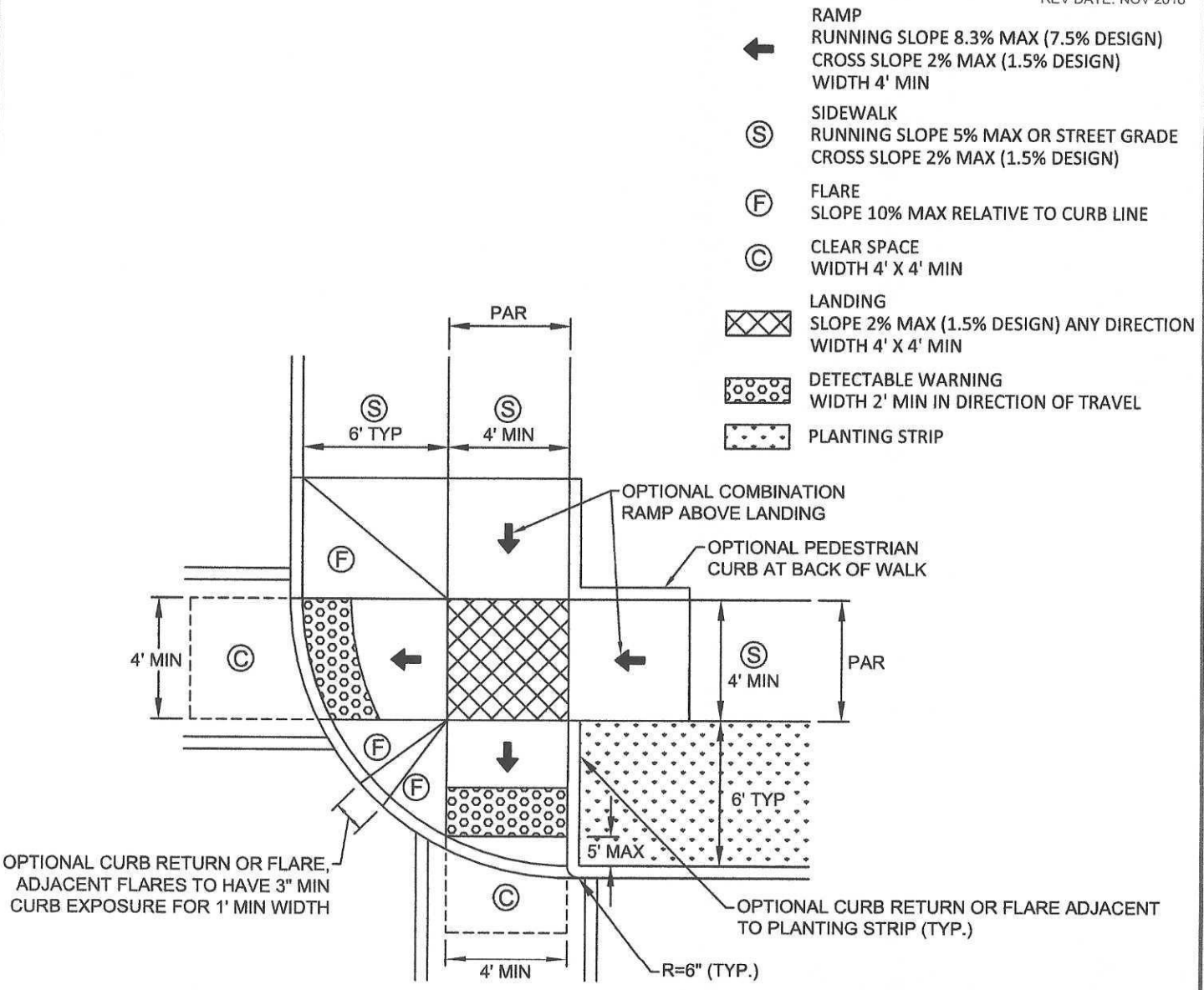
1. STANDARD SIDEWALKS, SHARED-USE PATHS, AND RAMPS SHALL BE CONSTRUCTED OF KYTC CLASS A CONCRETE (3,500 PSI COMPRESSIVE STRENGTH IN 28 DAYS AND HAVING A SLUMP BETWEEN 2-IN AND 4-IN). HISTORIC SIDEWALK AND CURB SHALL BE CONSTRUCTED OF HISTORIC MIX CONCRETE. SIDEWALK 4-IN MIN. THICKNESS PLACED OVER DGA 4-IN MIN. THICKNESS PLACED OVER COMPACTED SUBGRADE. DGA MAY BE REPLACED WITH NO. 57 STONE WITH METRO APPROVAL.
2. SIDEWALK, RAMPS, LANDINGS, AND BLENDED TRANSITIONS SHALL DRAIN TO THE STREET.
3. WHEN THE LANDING IS CONSTRAINED AT THE BACK OF WALK OR ON TWO OR MORE SIDES, PROVIDE 5-FT MIN. LENGTH IN THE DIRECTION OF THE CROSSWALK.
4. CROSSWALK WIDTH SHALL BE AT LEAST THE WIDTH OF THE SIDEWALK AND RAMP OR 6-FT MIN. WIDTH, WHICHEVER IS GREATER.
5. COUNTER SLOPE OF THE GUTTER OR STREET AT THE BOTTOM OF RAMPS, LANDINGS, AND BLENDED TRANSITIONS SHALL BE 5% MAX.
6. FLARES MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR). CURB RETURNS MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR), ALIGNED WITH THE PEDESTRIAN STREET CROSSING, AND PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, TRASH RECEPTACLES, FENCING, OR RAILING.
7. AT PEDESTRIAN CROSSINGS WITHOUT YIELD OR STOP CONTROL, THE CROSS SLOPE OF LANDINGS, RAMPS, BLENDED TRANSITIONS, AND CLEAR SPACE SHALL BE PERMITTED TO BE 5% MAX. AT THE CURB LINE WITH METRO APPROVAL.
8. SEE KYTC STD DWG RGX-040 FOR DETECTABLE WARNINGS.
9. INSTALLATION OF PARALLEL CURB RAMPS REQUIRES METRO APPROVAL.



LOUISVILLE METRO
PUBLIC WORKS

NOT TO SCALE

CURB RAMP
TYPE B



TYPE C - SMALL RADIUS

NOTES

- STANDARD SIDEWALKS, SHARED-USE PATHS, AND RAMPS SHALL BE CONSTRUCTED OF KYTC CLASS A CONCRETE (3,500 PSI COMPRESSIVE STRENGTH IN 28 DAYS AND HAVING A SLUMP BETWEEN 2-IN AND 4-IN). HISTORIC SIDEWALK AND CURB SHALL BE CONSTRUCTED OF HISTORIC MIX CONCRETE. SIDEWALK 4-IN MIN. THICKNESS PLACED OVER DGA 4-IN MIN. THICKNESS PLACED OVER COMPACTED SUBGRADE. DGA MAY BE REPLACED WITH NO. 57 STONE WITH METRO APPROVAL.
- SIDEWALK, RAMPS, LANDINGS, AND BLENDED TRANSITIONS SHALL DRAIN TO THE STREET.
- WHEN THE LANDING IS CONSTRAINED AT THE BACK OF WALK OR ON TWO OR MORE SIDES, PROVIDE 5-FT MIN. LENGTH IN THE DIRECTION OF THE CROSSWALK.
- CROSSWALK WIDTH SHALL BE AT LEAST THE WIDTH OF THE SIDEWALK AND RAMP OR 6-FT MIN. WIDTH, WHICHEVER IS GREATER.
- COUNTER SLOPE OF THE GUTTER OR STREET AT THE BOTTOM OF RAMPS, LANDINGS, AND BLENDED TRANSITIONS SHALL BE 5% MAX.
- CLEAR SPACE TO BE LOCATED OUTSIDE OF A VEHICULAR TRAVEL LANE, CLEAR SPACE MINIMUM WIDTH SHALL MATCH ADJACENT RAMP.
- FLARES MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR). CURB RETURNS MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR), ALIGNED WITH THE PEDESTRIAN STREET CROSSING, AND PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, TRASH RECEPTACLES, FENCING, OR RAILING.
- AT PEDESTRIAN CROSSINGS WITHOUT YIELD OR STOP CONTROL, THE CROSS SLOPE OF LANDINGS, RAMPS, BLENDED TRANSITIONS, AND CLEAR SPACE SHALL BE PERMITTED TO BE 5% MAX. AT THE CURB LINE WITH METRO APPROVAL.
- SEE KYTC STD DWG RGX-040 FOR DETECTABLE WARNINGS.

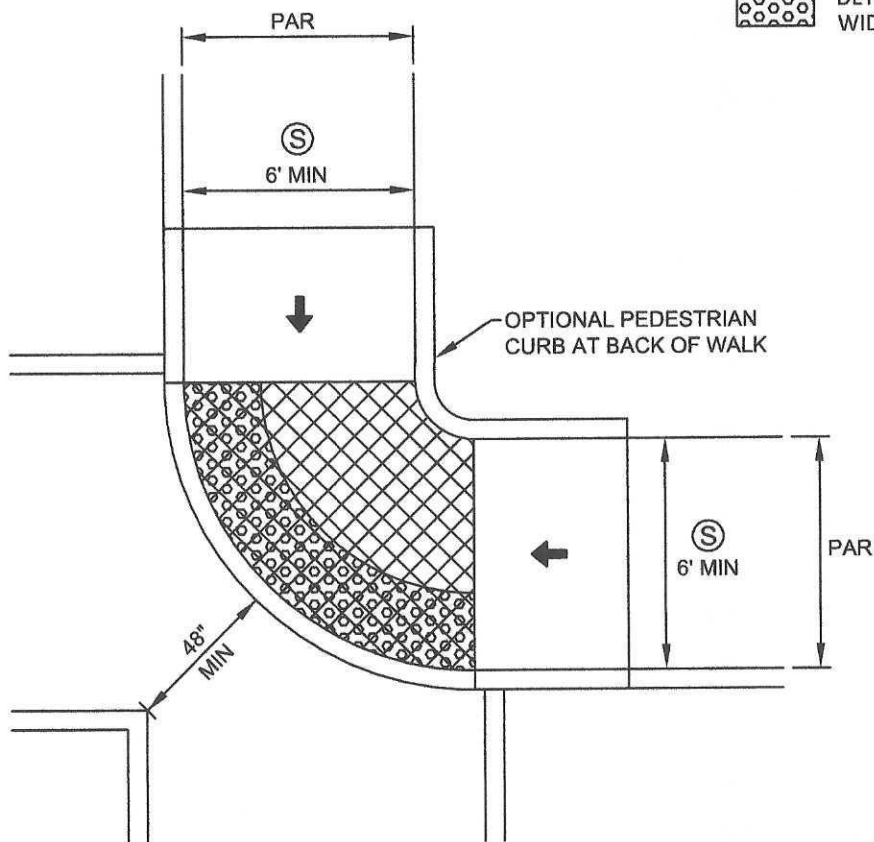


LOUISVILLE METRO
PUBLIC WORKS

NOT TO SCALE

CURB RAMP
TYPE C

- ← RAMP
RUNNING SLOPE 8.3% MAX (7.5% DESIGN)
CROSS SLOPE 2% MAX (1.5% DESIGN)
WIDTH 4' MIN
- Ⓢ SIDEWALK
RUNNING SLOPE 5% MAX OR STREET GRADE
CROSS SLOPE 2% MAX (1.5% DESIGN)
- ▨ LANDING
SLOPE 2% MAX (1.5% DESIGN) ANY DIRECTION
WIDTH 4' X 4' MIN
- ⊙ DETECTABLE WARNING
WIDTH 2' MIN IN DIRECTION OF TRAVEL



TYPE D - SMALL RADIUS AT BACK OF CURB

NOTES

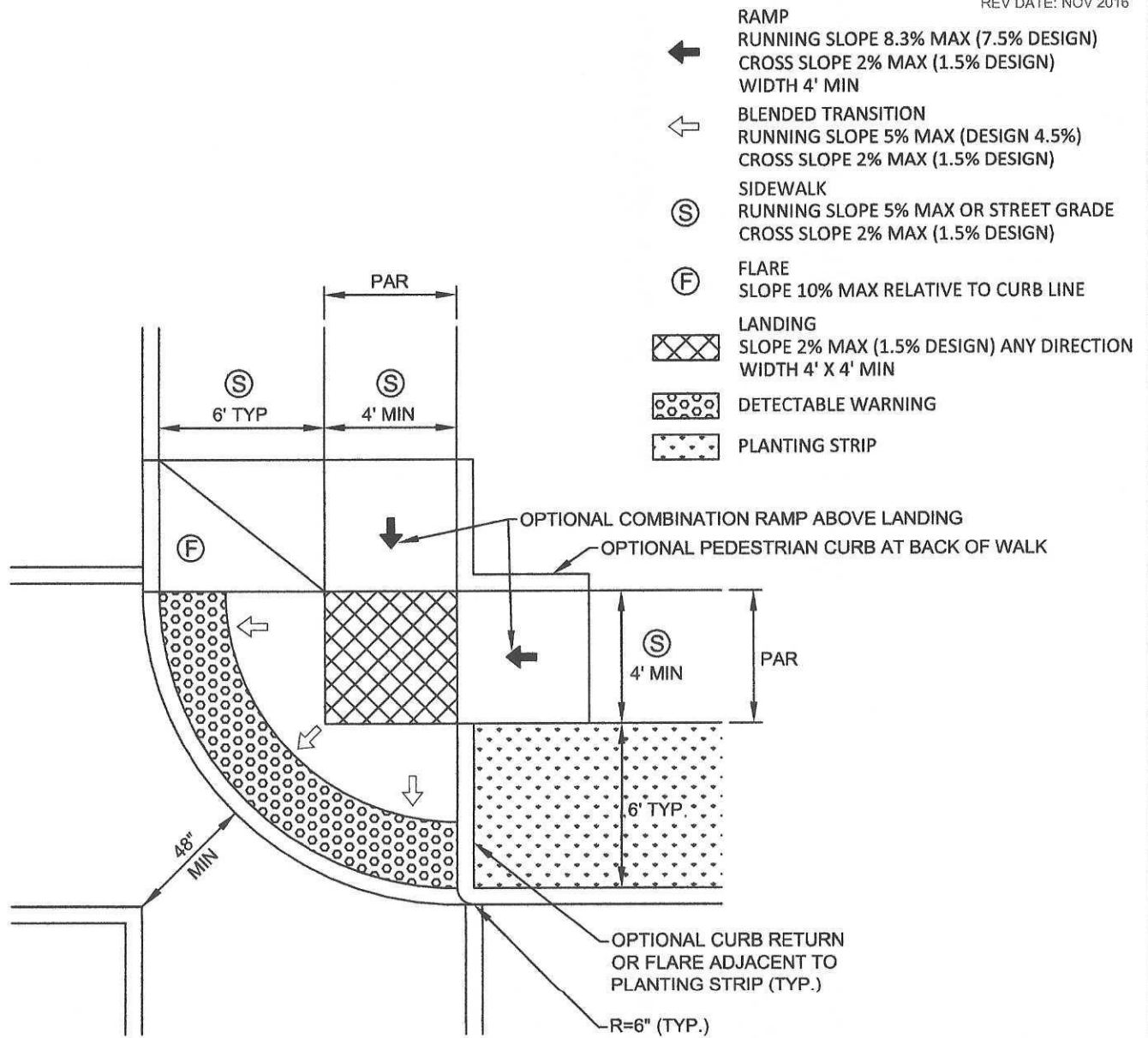
1. STANDARD SIDEWALKS, SHARED-USE PATHS, AND RAMPS SHALL BE CONSTRUCTED OF KYTC CLASS A CONCRETE (3,500 PSI COMPRESSIVE STRENGTH IN 28 DAYS AND HAVING A SLUMP BETWEEN 2-IN AND 4-IN). HISTORIC SIDEWALK AND CURB SHALL BE CONSTRUCTED OF HISTORIC MIX CONCRETE. SIDEWALK 4-IN MIN. THICKNESS PLACED OVER DGA 4-IN MIN. THICKNESS PLACED OVER COMPACTED SUBGRADE. DGA MAY BE REPLACED WITH NO. 57 STONE WITH METRO APPROVAL.
2. SIDEWALK, RAMPS, LANDINGS, AND BLENDED TRANSITIONS SHALL DRAIN TO THE STREET.
3. WHEN THE LANDING IS CONSTRAINED AT THE BACK OF WALK OR ON TWO OR MORE SIDES, PROVIDE 5-FT MIN. LENGTH IN THE DIRECTION OF THE CROSSWALK.
4. CROSSWALK WIDTH SHALL BE AT LEAST THE WIDTH OF THE SIDEWALK AND RAMP OR 6-FT MIN. WIDTH, WHICHEVER IS GREATER.
5. COUNTER SLOPE OF THE GUTTER OR STREET AT THE BOTTOM OF RAMPS, LANDINGS, AND BLENDED TRANSITIONS SHALL BE 5% MAX.
6. FLARES MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR). CURB RETURNS MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR), ALIGNED WITH THE PEDESTRIAN STREET CROSSING, AND PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, TRASH RECEPTACLES, FENCING, OR RAILING.
7. AT PEDESTRIAN CROSSINGS WITHOUT YIELD OR STOP CONTROL, THE CROSS SLOPE OF LANDINGS, RAMPS, BLENDED TRANSITIONS, AND CLEAR SPACE SHALL BE PERMITTED TO BE 5% MAX. AT THE CURB LINE WITH METRO APPROVAL.
8. SEE KYTC STD DWG RGX-040 FOR DETECTABLE WARNINGS.



LOUISVILLE METRO
PUBLIC WORKS

NOT TO SCALE

CURB RAMP
TYPE D



TYPE E - BLENDED TRANSITION

NOTES

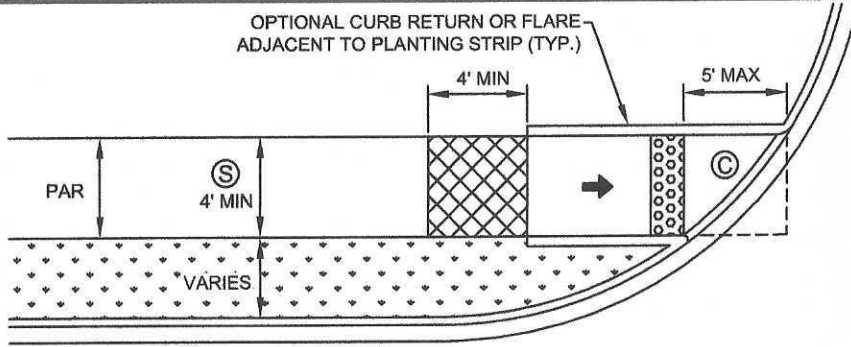
1. STANDARD SIDEWALKS, SHARED-USE PATHS, AND RAMPS SHALL BE CONSTRUCTED OF KYTC CLASS A CONCRETE (3,500 PSI COMPRESSIVE STRENGTH IN 28 DAYS AND HAVING A SLUMP BETWEEN 2-IN AND 4-IN). HISTORIC SIDEWALK AND CURB SHALL BE CONSTRUCTED OF HISTORIC MIX CONCRETE. SIDEWALK 4-IN MIN. THICKNESS PLACED OVER DGA 4-IN MIN. THICKNESS PLACED OVER COMPACTED SUBGRADE. DGA MAY BE REPLACED WITH NO. 57 STONE WITH METRO APPROVAL.
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3. WHEN THE LANDING IS CONSTRAINED AT THE BACK OF WALK OR ON TWO OR MORE SIDES, PROVIDE 5-FT MIN. LENGTH IN THE DIRECTION OF THE CROSSWALK.
4. CROSSWALK WIDTH SHALL BE AT LEAST THE WIDTH OF THE SIDEWALK AND RAMP OR 6-FT MIN. WIDTH, WHICHEVER IS GREATER.
5. COUNTER SLOPE OF THE GUTTER OR STREET AT THE BOTTOM OF RAMPS, LANDINGS, AND BLENDED TRANSITIONS SHALL BE 5% MAX.
6. CLEAR SPACE TO BE LOCATED OUTSIDE OF A VEHICULAR TRAVEL LANE, CLEAR SPACE MINIMUM WIDTH SHALL MATCH ADJACENT RAMP.
7. FLARES MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR). CURB RETURNS MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR), ALIGNED WITH THE PEDESTRIAN STREET CROSSING, AND PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, TRASH RECEPTACLES, FENCING, OR RAILING.
8. AT PEDESTRIAN CROSSINGS WITHOUT YIELD OR STOP CONTROL, THE CROSS SLOPE OF LANDINGS, RAMPS, BLENDED TRANSITIONS, AND CLEAR SPACE SHALL BE PERMITTED TO BE 5% MAX. AT THE CURB LINE WITH METRO APPROVAL.
9. SEE KYTC STD DWG RGX-040 FOR DETECTABLE WARNINGS.



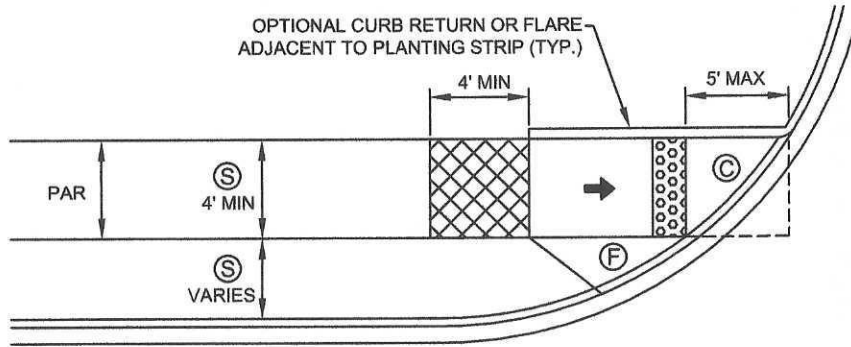
LOUISVILLE METRO
PUBLIC WORKS

NOT TO SCALE

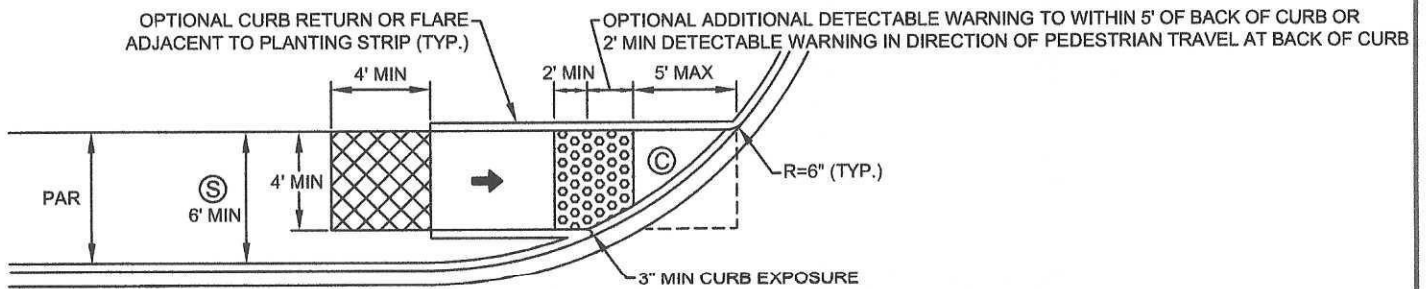
CURB RAMP
TYPE E



TYPE F1 - DIRECTIONAL WITH PLANTING STRIP



TYPE F2 - DIRECTIONAL WITH UTILITY STRIP



TYPE F3 - DIRECTIONAL AT BACK OF CURB

- ← RAMP
RUNNING SLOPE 8.3% MAX (7.5% DESIGN)
CROSS SLOPE 2% MAX (1.5% DESIGN)
WIDTH 4' MIN
- Ⓢ SIDEWALK
RUNNING SLOPE 5% MAX OR STREET GRADE
CROSS SLOPE 2% MAX (1.5% DESIGN)
- ⓕ FLARE
SLOPE 10% MAX RELATIVE TO CURB LINE
- ⓐ CLEAR SPACE
WIDTH 4' X 4' MIN
- ▨ LANDING
SLOPE 2% MAX (1.5% DESIGN) ANY DIRECTION
WIDTH 4' X 4' MIN
- ⦿ DETECTABLE WARNING
WIDTH 2' MIN IN DIRECTION OF TRAVEL
- ⋯ PLANTING STRIP

NOTES

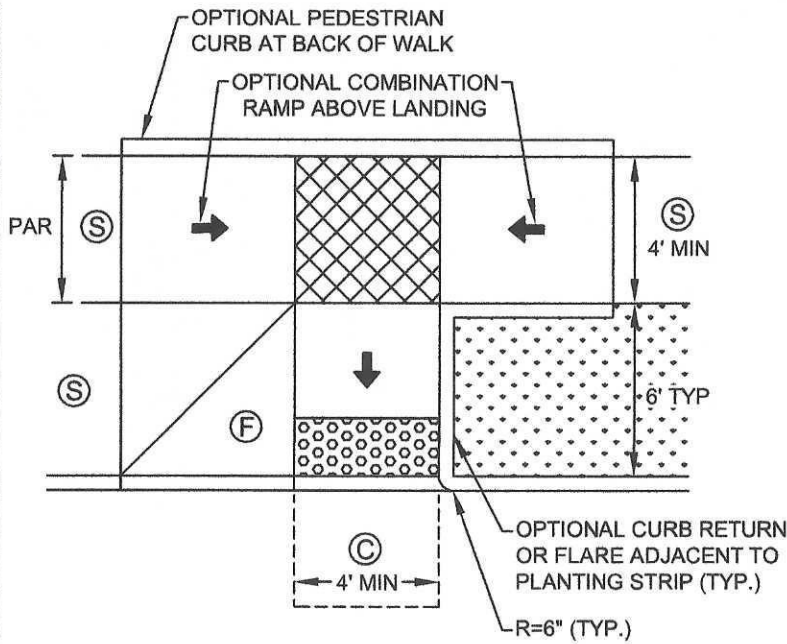
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6. CLEAR SPACE TO BE LOCATED OUTSIDE OF A VEHICULAR TRAVEL LANE, CLEAR SPACE MINIMUM WIDTH SHALL MATCH ADJACENT RAMP.
7. FLARES MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR). CURB RETURNS MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR), ALIGNED WITH THE PEDESTRIAN STREET CROSSING, AND PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, TRASH RECEPTACLES, FENCING, OR RAILING.
8. AT PEDESTRIAN CROSSINGS WITHOUT YIELD OR STOP CONTROL, THE CROSS SLOPE OF LANDINGS, RAMPS, BLENDED TRANSITIONS, AND CLEAR SPACE SHALL BE PERMITTED TO BE 5% MAX. AT THE CURB LINE WITH METRO APPROVAL.
9. SEE KYTC STD DWG RGX-040 FOR DETECTABLE WARNINGS.



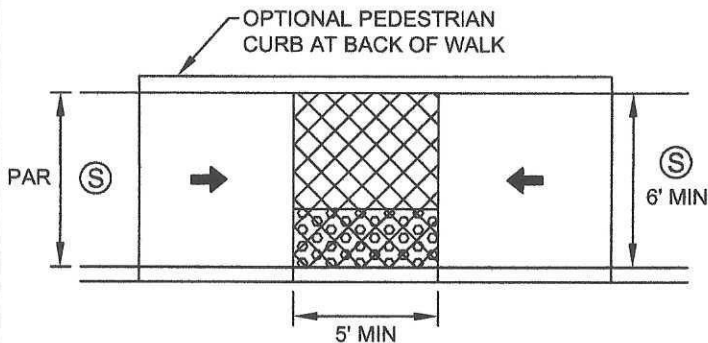
LOUISVILLE METRO
PUBLIC WORKS

NOT TO SCALE

CURB RAMP
TYPE F



TYPE G1 - MIDBLOCK



TYPE G2 - MIDBLOCK AT BACK OF CURB

- ← RAMP
RUNNING SLOPE 8.3% MAX (7.5% DESIGN)
CROSS SLOPE 2% MAX (1.5% DESIGN)
WIDTH 4' MIN
- Ⓢ SIDEWALK
RUNNING SLOPE 5% MAX OR STREET GRADE
CROSS SLOPE 2% MAX (1.5% DESIGN)
- ⓕ FLARE
SLOPE 10% MAX RELATIVE TO CURB LINE
- ⓐ CLEAR SPACE
WIDTH 4' X 4' MIN
- ▨ LANDING
SLOPE 2% MAX (1.5% DESIGN) ANY DIRECTION
WIDTH 4' X 4' MIN
- ◻ DETECTABLE WARNING
WIDTH 2' MIN IN DIRECTION OF TRAVEL
- ◻ PLANTING STRIP

NOTES

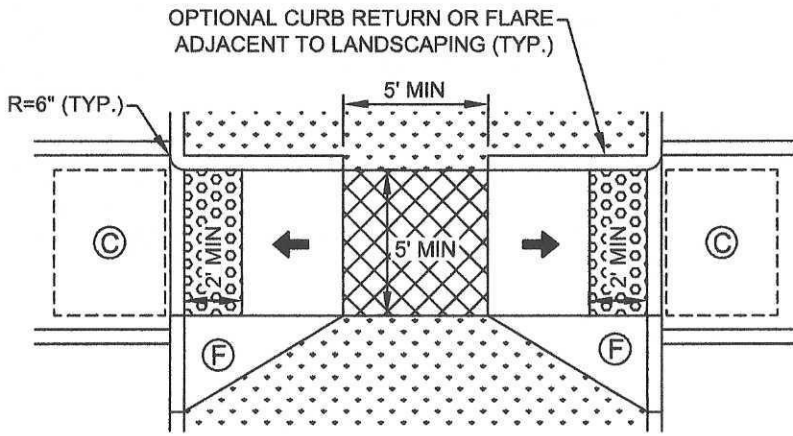
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2. SIDEWALK, RAMPS, LANDINGS, AND BLENDED TRANSITIONS SHALL DRAIN TO THE STREET.
3. WHEN THE LANDING IS CONSTRAINED AT THE BACK OF WALK OR ON TWO OR MORE SIDES, PROVIDE 5-FT MIN. LENGTH IN THE DIRECTION OF THE CROSSWALK.
4. CROSSWALK WIDTH SHALL BE AT LEAST THE WIDTH OF THE SIDEWALK AND RAMP OR 6-FT MIN. WIDTH, WHICHEVER IS GREATER.
5. COUNTER SLOPE OF THE GUTTER OR STREET AT THE BOTTOM OF RAMPS, LANDINGS, AND BLENDED TRANSITIONS SHALL BE 5% MAX.
6. CLEAR SPACE TO BE LOCATED OUTSIDE OF A VEHICULAR TRAVEL LANE, CLEAR SPACE MINIMUM WIDTH SHALL MATCH ADJACENT RAMP.
7. FLARES MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR). CURB RETURNS MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR), ALIGNED WITH THE PEDESTRIAN STREET CROSSING, AND PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, TRASH RECEPTACLES, FENCING, OR RAILING.
8. AT PEDESTRIAN MIDBLOCK CROSSINGS WITHOUT YIELD OR STOP CONTROL, THE CROSS SLOPE OF LANDINGS, RAMPS, AND CLEAR SPACE SHALL BE PERMITTED TO MATCH HIGHWAY GRADE AT THE CURB LINE WITH METRO APPROVAL.
9. SEE KYTC STD DWG RGX-040 FOR DETECTABLE WARNINGS.
10. INSTALLATION OF MIDBLOCK CURB RAMPS REQUIRES METRO APPROVAL.



LOUISVILLE METRO
PUBLIC WORKS

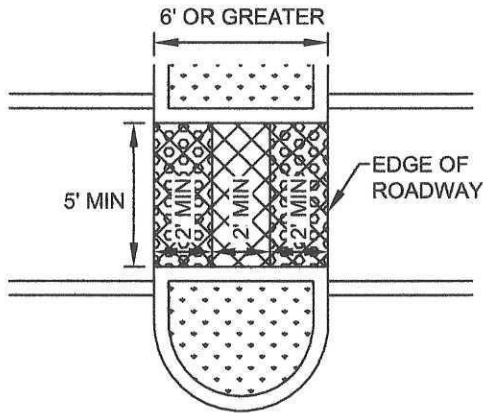
NOT TO SCALE

CURB RAMP
TYPE G

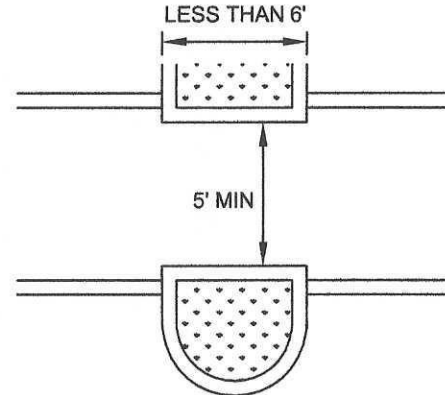


TYPE H1 - REFUGE ISLAND

- ← RAMP
RUNNING SLOPE 8.3% MAX (7.5% DESIGN)
CROSS SLOPE 2% MAX (1.5% DESIGN)
WIDTH 5' MIN IN ISLANDS AND MEDIANS
- Ⓢ SIDEWALK
RUNNING SLOPE 5% MAX OR STREET GRADE
CROSS SLOPE 2% MAX (1.5% DESIGN)
WIDTH 5' MIN IN ISLANDS AND MEDIANS
- ⓕ FLARE
SLOPE 10% MAX RELATIVE TO CURB LINE
- Ⓒ CLEAR SPACE
WIDTH 5' MIN X LENGTH 4' MIN
- ▣ LANDING
SLOPE 2% MAX (1.5% DESIGN) ANY DIRECTION
WIDTH 5' X 5' MIN IN ISLANDS AND MEDIANS
- ◻ DETECTABLE WARNING
WIDTH 2' MIN IN DIRECTION OF TRAVEL



TYPE H2 - REFUGE ISLAND CUT THROUGH



TYPE H3 - MEDIAN CUT THROUGH

NOTES

1. STANDARD SIDEWALKS, SHARED-USE PATHS, AND RAMPS SHALL BE CONSTRUCTED OF KYTC CLASS A CONCRETE (3,500 PSI COMPRESSIVE STRENGTH IN 28 DAYS AND HAVING A SLUMP BETWEEN 2-IN AND 4-IN). HISTORIC SIDEWALK AND CURB SHALL BE CONSTRUCTED OF HISTORIC MIX CONCRETE. SIDEWALK 4-IN MIN. THICKNESS PLACED OVER DGA 4-IN MIN. THICKNESS PLACED OVER COMPACTED SUBGRADE. DGA MAY BE REPLACED WITH NO. 57 STONE WITH METRO APPROVAL.
2. SIDEWALK, RAMPS, LANDINGS, AND BLENDED TRANSITIONS SHALL DRAIN TO THE STREET.
3. WHEN THE LANDING IS CONSTRAINED AT THE BACK OF WALK OR ON TWO OR MORE SIDES, PROVIDE 5-FT MIN. LENGTH IN THE DIRECTION OF THE CROSSWALK.
4. CROSSWALK WIDTH SHALL BE AT LEAST THE WIDTH OF THE SIDEWALK AND RAMP OR 6-FT MIN. WIDTH, WHICHEVER IS GREATER.
5. COUNTER SLOPE OF THE GUTTER OR STREET AT THE BOTTOM OF RAMPS, LANDINGS, AND BLENDED TRANSITIONS SHALL BE 5% MAX.
6. CLEAR SPACE TO BE LOCATED OUTSIDE OF A VEHICULAR TRAVEL LANE, CLEAR SPACE MINIMUM WIDTH SHALL MATCH ADJACENT RAMP.
7. FLARES MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR). CURB RETURNS MAY BE USED WHEN LOCATED OUTSIDE OF THE PEDESTRIAN ACCESS ROUTE (PAR), ALIGNED WITH THE PEDESTRIAN STREET CROSSING, AND PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, TRASH RECEPTACLES, FENCING, OR RAILING.
8. AT PEDESTRIAN CROSSINGS WITHOUT YIELD OR STOP CONTROL, THE CROSS SLOPE OF LANDINGS, RAMPS, BLENDED TRANSITIONS, AND CLEAR SPACE SHALL BE PERMITTED TO BE 5% MAX. AT THE CURB LINE WITH METRO APPROVAL.
9. SEE KYTC STD DWG RGX-040 FOR DETECTABLE WARNINGS.



LOUISVILLE METRO
PUBLIC WORKS

NOT TO SCALE

CURB RAMP
TYPE H



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: June 15, 2020

INVITATION TO BID #64-2020 ADA Sidewalk Installation and Reconstruction

Bid Opening Date: June 29, 2020

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received via Ion Wave, until **2:00 PM**, prevailing local time on **6/29/2020**. Bids must be received by the above-mentioned date and time. Bids should be submitted via:

Ion Wave

<https://lexingtonky.ionwave.net>

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above. All bids must be signed.

Bids are to include all shipping costs to the point of delivery located at: VARIOUS LOCATIONS, Lexington, KY

Bid Security Required: Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: Yes No

<input checked="" type="checkbox"/> Bid Specifications Met	Check One: _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: _____ days after acceptance of bid.
--	--	--

Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? Yes No

Submitted by: Haire Construction
Firm Name

11214 Decimal Dr.
Address

Louisville, KY 40299
City, State & Zip

Bid must be signed: [Signature] - OWNER
(original signature) Signature of Authorized Company Representative - Title

Luke A. Haire
Representative's Name (Typed or printed)

502-541-8788
Area Code - Phone - Extension Fax #

Lukehaire@haireConstruction.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

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

1. His/her name is Luka Haire and he/she is the individual submitting the bid or is the authorized representative of Haire Construction 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 "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. _____

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Dawnun Boonp on this the 20th day of June, 2020.

My Commission expires: 7/9/22

Dawnun Boonp
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.GreenSeal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #64-2020 ADA Sidewalk Installation and Reconstruction"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

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.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of 5 percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. 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.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted 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.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 3-1 year(s) renewal. 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.
- B. Price Changes **(Space Checked Applies)**
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
- () 3. Unit prices in the Contract shall only be adjusted in accordance with the terms set forth on page 32 of the specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. 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.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

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 sub-contractor 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 disability.

- 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 contractors 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, veteran status, disability and age.


Signature


Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

WORKFORCE ANALYSIS FORM

Name of Organization: Haire Construction, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		1	2													1	3
Professionals		4														4	
Superintendents		3														3	
Supervisors		3														3	
Foremen		2		2												4	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft				15												15	
Service/Maintenance																	
Total:																	

Prepared by: Bryon Taylor Estimator Date: 6/29/20
 (Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned 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, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 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

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shirie Hawkins UK SBDC	smack@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Byne	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@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 # 64-2020

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. <i>Haire Construction 11214 DeSima Dr. Lou. Ky 40299</i>	<i>WBE</i>	<i>All</i>		
2. <i>NA</i>				
3. <i>NA</i>				
4. <i>NA</i>				

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.

Haire Construction, LLC
Company

[Signature]
Company Representative

6-26-20
Date

Commercial Specialist
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # None 64-2020

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

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. NA					
2. NA					
3. NA					
4. NA					

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.

Haire Construction, LLC
Company

[Signature]
Company Representative

6-26-20
Date

Commercial Specialist
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # None 64-2020

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

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

MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
NA								
NA								
NA								
NA								
NA								
NA								

(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.

Haire Construction, LLC
Company

[Signature]
Company Representative

6-24-20
Date

Commercial Specialist
Title



LFUCG 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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 # None 64-2020
 Total Contract Amount Awarded to Prime Contractor for this Project All (no subcontractors)

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
NA							
NA							
NA							

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.

Haire Construction, LLC
 Company
6-26-20
 Date

[Signature]
 Company Representative
Commercial Specialist
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 64-2020

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

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

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

LH Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

LH 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.

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

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

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

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

agreement could not be reached.

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

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

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

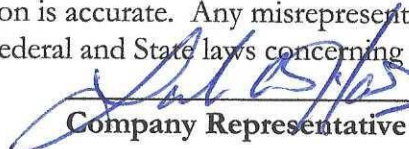
LH Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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

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

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

Heire Construction LLC
Company


Company Representative

6-26-20
Date

owner
Title

**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) Notwithstanding, the foregoing, with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and 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, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.
- (4) 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.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) 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

CONTRACTOR understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, 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

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 or services hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$5 million per occurrence

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. 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. 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.
- d. 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 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 CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, 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

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

Consulant 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

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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00410168

**Lexington-Fayette Urban County Government
 ADA Sidewalk Installation and Reconstruction
 Bid 64-2020**

Item No.	Item	Unit	Qty.	Unit Price	Item Total
1	Remove Curb and Gutter	LF	600	\$24.00	\$14,400.00
2	Remove Sidewalk	SY	1080	\$13.00	\$14,040.00
3	Dense Grade Aggregate Base	TN	15	\$90.00	\$1,350.00
4	No. 57 stone	TN	10	\$90.00	\$900.00
5	4-1/2" Concrete Sidewalk	SY	1080	\$55.00	\$59,400.00
6	6" Concrete Sidewalk	SY	75	\$60.00	\$4,500.00
7	Sidewalk Ramp	SY	540	\$70.00	\$37,800.00
8	Header Curb	LF	200	\$15.00	\$3,000.00
9	Curb and Gutter Type 1 or 4	LF	600	\$25.00	\$15,000.00
10	Seeding and Protection	SY	1080	\$4.00	\$4,320.00
11	Silt Fence	LF	50	\$3.50	\$175.00
12	Storm Drain Inlet Protection	EA	10	\$60.00	\$600.00
13	Detectable Warning Surface Tile-Imbedded-Install Only	SF	1200	\$1.00	\$1,200.00
14	Detectable Warning Surface Tile-Retro Fit Existing Ramp-Install Only	SF	240	\$5.00	\$1,200.00

Total (Items 1 - 14)

\$157,885.00



LEXINGTON

Bid 64-2020 Haire Construction LLC. Supplier Response

Event Information

Number: Bid 64-2020
Title: ADA Sidewalk Ramp Installation and Reconstruction
Type: Competitive Bid
Issue Date: 6/15/2020
Deadline: 6/29/2020 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. UNIT PRICING SHOULD BE SUBMITTED VIA EXCEL SPREADSHEET. TOTAL BID SHOULD BE ENTERED ON LINE ITEMS TAB. ALL BID FORMS AND EXCEL SPREADSHEET SHOULD BE ATTACHED TO RESPONSE IN IONWAVE.

Contact Information

Contact: Sondra Stone
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: sstone@lexingtonky.gov

Haire Construction LLC. Information

Contact: Luke Haire
Address: 11214 Decimal Dr.
Louisville, KY 40299
Phone: (502) 493-4822
Email: Lukehaire@haireconstruction.com

Only online responses are being accepted for this procurement – All submittals must include all bid documents and Excel spreadsheet. Total bid should be entered in line items tab.

Luke Haire

Signature

Submitted at 6/29/2020 11:03:37 AM

lukehaire@haireconstruction.com

Email

Response Attachments

Bid_Schedule_64-2020 (3).xlsx

Line Items

ADA Sidewalk bid docs pg.1-24.pdf

Bid docs pgs. 1-24

ADA sidewalk bid docs risk management.pdf

Bid docs risk management

ADA sidewalk bid docs compliance.pdf

Bid Docs Compliance

ADA sidewalk bid docs BOND.pdf

Bid Docs BOND

Bid Lines

1	Lump Sum total	Quantity: <u>1</u>	UOM: <u>Each</u>	Price: <input type="text" value="\$157,885.00"/>	Total: <input type="text" value="\$157,885.00"/>
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Response Total: \$157,885.00