

ICRC

4367 Clifford Road
Brownsburg, Indiana
Office: 317-220-7944
www.icroofing.net
1-877-530-ICRC

Client: Morton House
Property: 518 North Limestone
Lexington, KY 40508

Operator: RL_ICRC

Estimator: Randal Loux
Company: ICRC
Business: 4367 Clifford Road
Brownsburg, IN 46112

Cellular: (317) 709-6609

Type of Estimate: roof
Date Entered: 2/10/2015 Date Assigned: 2/10/2015

Price List: KYLX8X_OCT14
Labor Efficiency: Restoration/Service/Remodel
Estimate: MORTON_HOUSE
File Number: Morton House Re-Roof

This estimate reflects the cost to remove and replace the roof system.

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MORTON_HOUSE**Roof/Attic Framing****Main Building Two Story Attic Restoration**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
R&R Rafters - 2x6 - stick frame roof (using rafter length)	1,641.00 LF	0.70	1.75	103.38	4,123.83
Includes: 2" x 6" lumber, fasteners, nails, and installation labor. Labor cost to remove a stick frame roof and to discard in a job-site waste receptacle.					
R&R 6" x 6" square wood post (3 BF per LF)	32.00 LF	1.60	6.35	8.79	263.19
Includes: Post and installation labor. Labor cost to remove post and to discard in a job-site waste receptacle. Quality: S-P-F #2 and better timber. Note: Used in rough framing applications.					
R&R Stud wall - 2" x 4" x 5', 18 - 24" oc	100.00 LF	0.00	10.52	29.94	1,081.94
a single bottom and double top plate, nails, and installation labor. Labor cost to remove stud wall lumber and to discard in a job-site waste receptacle.					
Remove Sheathing - 1" x 6"	2,240.00 SF	0.41	0.00	0.00	918.40
Sheathing - plywood - 3/4" CDX	2,464.00 SF	0.00	1.25	152.28	3,232.28
Totals: Main Building Two Story Attic Restoration				294.39	9,619.64
Total: Roof/Attic Framing				294.39	9,619.64

Shingle Replacement**Structure**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Remove Tear off, haul and dispose of comp. shingles - Laminated	51.00 SQ	39.22	0.00	0.00	2,000.22
Roofing felt - 30 lb.	51.00 SQ	0.00	25.86	33.75	1,352.61
Replace CertainTeed Landmark Pro	58.67 SQ	0.00	175.00	330.44	10,597.69
R&R Chimney flashing - large (32" x 60") - copper	4.00 EA	16.54	675.62	105.54	2,874.18
R&R Flashing - pipe jack - lead	54.00 EA	4.65	52.89	110.94	3,218.10
Remove Additional charge for steep roof - 7/12 to 9/12 slope	10.24 SQ	9.24	0.00	0.00	94.62
Additional charge for steep roof - 7/12 to 9/12 slope	10.24 SQ	0.00	26.11	0.00	267.37
Additional charge for high pitches (9/12 or greater)	51.00 SQ	3.49	0.00	0.00	177.99

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CONTINUED - Structure

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Additional charge for high roof (2 stories or greater)	51.00 SQ	0.00	12.00	0.00	612.00
R&R Drip edge	551.00 LF	0.00	0.00	18.51	18.51
Asphalt starter - universal starter course	551.00 LF	0.00	0.00	14.88	14.88
Ice & water shield	1,453.00 SF	0.00	0.35	31.38	539.93
R&R Continuous ridge vent - shingle-over style	104.00 LF	0.00	0.00	17.78	17.78
R&R Ridge cap - composition shingles	327.00 LF	0.00	0.00	20.60	20.60
R&R Aluminum wall coping	48.00 LF	0.00	15.00	31.05	751.05
Totals: Structure				714.87	22,557.53
Total: Shingle Replacement				714.87	22,557.53

Gutter and Downspout**Structure**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Remove existing gutters and secure new 6" gutters to the roof to support gutters with T STRaps nailed through the top of the roof.					
R&R Gutter - aluminum - 6"	650.00 LF	0.34	6.00	186.03	4,307.03
R&R Downspout - aluminum - 4"x3"	430.00 LF	0.34	6.97	123.07	3,266.37
Totals: Structure				309.10	7,573.40
Total: Gutter and Downspout				309.10	7,573.40

Flat Roofs**EPDM MIL**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
R&R Rubber roofing - Mechanically attached - 90 mil	10.00 SQ	49.14	275.34	91.34	3,336.14
Includes: 90 mil (EPDM) rubber roofing, seam tape, mechanical fasteners, and installation labor. Dump fees, hauling, disposal, and labor to remove mechanically attached rubber roofing. Quality: Mechanically attached at perimeters					
R&R Recovery Board - 1/2"	1,000.00 SF	0.29	0.54	13.20	843.20
Roofing - Labor Minimum	1.00 EA	0.00	1,500.00	0.00	1,500.00

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CONTINUED - EPMD MIL

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Labor and material to construct crickets to divert water on flat roofs. 1/4" slope per foot					
R&R Aluminum termination bar / flashing for membrane roofs	132.00 LF	0.00	0.00	5.54	5.54
R&R Membrane roofing - cant strips - perlite	176.00 LF	0.00	0.00	4.65	4.65
R&R Drip edge - Rubber Roof clad metal	44.00 LF	0.00	0.00	7.92	7.92
Totals: EPMD MIL				122.65	5,697.45
Total: Flat Roofs				122.65	5,697.45

Railing**Main Building Flat Roof Top**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
R&R Vinyl (PVC) fence - split rail - 4 rail - heavy duty	64.00 LF	2.92	20.03	62.40	1,531.20
Totals: Main Building Flat Roof Top				62.40	1,531.20
Total: Railing				62.40	1,531.20

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Temporary toilet (per month)	1.50 MO	0.00	112.63	0.00	168.95
Dumpster load - Approx. 20 yards, 4 tons of debris	2.00 EA	456.00	0.00	0.00	912.00
Totals: General Conditions				0.00	1,080.95
Line Item Totals: MORTON_HOUSE				1,503.41	48,060.17

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Summary

Line Item Total	46,556.76
Material Sales Tax	1,503.41
Replacement Cost Value	\$48,060.17
Net Claim	\$48,060.17



Randal Loux

PART III

Invitation to Bid No. 15-2015

Morton House Roof Replacement

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 2/7/2015

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

This Proposal Submitted by ICRC

3306 Collins Lane Louisville KY 40245

(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for **Morton House Roof Replacement** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

4. BID SCHEDULE – SCHEDULE OF VALUES

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

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

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

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

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

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

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

The LFUCG’s decision on the bid amount is final.

Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Total Bid Amount
1.	Roof Replacement as per specs for <i>Forty-Eight Thousand and Sixty</i> Dollars <i>Seventeen</i> Cents	1	LS	\$ <u><i>48 060.17</i></u>

LIST OF UNIT PRICES

The following List of Unit Prices is required by the Owner to be completely executed and submitted with each Bidder's Proposal. Each unit price shall include the furnishing of all labor, materials, supplies and services, and shall include all items of cost, overhead and profit for the Contractor and any Sub-Contractors involved, and shall be used uniformly, without modification, for either additions or deductions from the Bid. These unit prices as established shall also be used to determine the equitable adjustment of the Contract Price in connection with changes, or extra work performed under the Contract.

DESCRIPTION OF WORK

UNIT PRICE

- | | |
|--|--------------------|
| 1. Flat seamed, fully soldered, copper roof on rosin paper over plywood deck for flat and low slope, in place of single-ply membrane | <u>\$ 30.08</u> SF |
| 2. Remove existing wood roof deck and replace with 3/4" exterior plywood per square foot | <u>\$ 1.66</u> SF |
| 3. Underground drainage system, excavation, pipe, backfill and accessories per linear foot | <u>N/A</u> SF |
| 4. Connection of downspout to underground drainage with manufactured connector at grade | <u>\$ 20.00</u> EA |
| 5. Grade drain, installed in drainage system | <u>N/A</u> EA |

Submitted by: ICRC

Firm

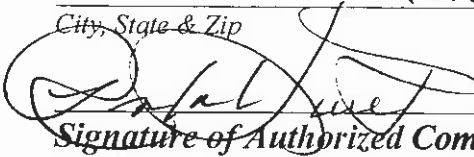
3306 COLLINS LANE

Address

LOUISVILLE KENTUCKY 40245

City, State & Zip

**Bid must be signed:
(original signature)**

 Operations Director
Signature of Authorized Company Representative - Title

RANDALL T LOUX

Representative/s Name (Typed or Printed)

502-243-6888 502-241-6852

Area Code - Phone - Extension

Fax #

RL-ICRC@yahoo.com

E-Mail Address

OFFICIAL ADDRESS:

3306 Collins Lane

Louisville KY

40245

_____ (Seal if Bid is by Corporation)

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

6. LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	% of Work
1. <u>SHAW CONSTRUCTION</u>	Name: _____	_____	_____
	Address: _____	_____	_____
2. <u>CARPENTRY</u> <u>EPDM/SHINGLE</u>	Name: <u>JASON SHAW</u>	<u>NO</u>	<u>60%</u> <u>\$5751.00</u>
	Address: <u>1411 FANLEY AVE</u>	_____	<u>LOUISVILLE KY</u>
3. <u>GONZALEZ ROOFING</u>	Name: <u>SANTIAO GONZALEZ</u>	<u>NO</u>	<u>60%</u> <u>16952.46</u>
	Address: <u>170 MANLOW DR</u>	_____	<u>GEORGETOWN KY</u>
4. <u>GUTTERS</u>	Name: <u>MARCO RAMIREZ</u>	<u>NO</u>	<u>60</u> <u>\$4445.00</u>
	Address: <u>1158 CRUMBRAUN RD</u>	_____	<u>GEORGETOWN</u> <u>KY</u>
5. _____	Name: _____	_____	_____
	Address: _____	_____	_____
6. _____	Name: _____	_____	_____
	Address: _____	_____	_____
7. _____	Name: _____	_____	_____
	Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 15-2015 MORTON HOUSE ROOF REPLACEMENT

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

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

N/A Included documentation of advertising in the above publications with the bidders good faith efforts package

N/A Attended LFUCG Central Purchasing Economic Inclusion Outreach event

N/A Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

N/A Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

N/A Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

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

N/A 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.

N/A Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

N/A Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

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

- N/A Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- N/A Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- N/A Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- w/A Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- w/A Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.
- w/A Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

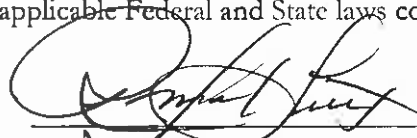
Failure to submit any of the documentation requested in this section may cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

ICRC

 Company
2/7/2015

 Date



 Company Representative
Director of Engineering

 Title

14. DEBARRED FIRMS

PROJECT NAME: MORTON HOUSE ROOF REPLACEMENT

BID NUMBER: 15-2015

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

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

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of ICRC has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

ICRC
Name of Firm Submitting Bid


Signature of Authorized Official

Director of Engineering
Title

2/7/2015
Date

15. DEBARMENT CERTIFICATION

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

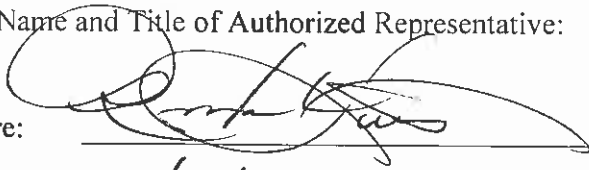
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

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

Firm Name: ICRC
MORTON HOUSE ROOF REPLACEMENT

Project: 15-2015

Printed Name and Title of Authorized Representative: RANDAL T LOLL
DIRECTOR OF ENGINEERING

Signature: 

Date: 2/2/2015

END OF SECTION

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
SHAW CONSTRUCTION	CARPENTRY	N/A	40
GONZALES ROOFING	ROOF ROOFING	N/A	60
MARCO HOME IMPROVEMENT	GUTTERS	N/A	60
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER).

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of ICRC

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

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

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

SUBJECT: Affirmative Action Plan

PURPOSE: To establish a consistent affirmative action plan for employment.

POLICY: Employer ICRC will not discriminate against an employee or job applicant on the basis of race, color, religion, sex, or national origin. Such action includes, but is not limited to: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and training.

CONTENTS:

1. Dissemination of Policy
2. Responsibility for Implementation
3. Utilization Analysis
4. Goals and Timetables
5. Identifying Problem Areas
6. Audit and Reporting
7. Sexual Discrimination
8. Guidelines on Discrimination Because of Religion or National Origin
9. Consideration of Minorities and Women Not Currently in the Workforce
10. Dissemination of Policy

The Affirmative Action Plan and policies are available to all employees. In addition, the Employer will make it known to the public that the organization is an Affirmative Action/Equal Opportunity employer. Some of the methods include:

A. Internal Dissemination

- (1) Documented in policy manuals with a copy to each Vice President, Department Head, and Supervisor.
- (2) The CEO of Employer ICRC and her chief administrators will stress the importance of the Affirmative Action Plan in meetings.
- (3) The Affirmative Action Plan will be placed on file in Human Resources and will be made available to any individual upon request.

B. External Dissemination

- (1) All contracts, leases and purchases will contain an Affirmative Action statement.
- (2) The policy statement will be on the employment application form.
- (3) Written notification of the policy will be sent to all subcontractors, vendors and suppliers.
- (4) Recruitment literature, newspaper advertising, and job postings will contain the policy.

2. Responsibility for Implementation

It is the responsibility of the CEO to implement and administer the Affirmative Action Plan. The CEO has delegated to the Vice Presidents, Department/Division/ and Supervisors the responsibility for carrying out this plan. These individuals are expected to conduct a reasonable effort to assure the success of this plan, and each will be evaluated for their affirmative action efforts and results in addition to, other work performance criteria.

The Director of Human Resources is the Employer's Affirmative Action Leader. He/She will analyze all personnel actions to ensure compliance with this policy. As the Leader, he/she is expected to:

- A. develop policy statements, affirmative action programs, and internal and external communications;
- B. help identify problem areas;
- C. help administrators and supervisors arrive at solutions to problems;
- d. design and implement audit and reporting systems that measure the effectiveness of the programs, indicate need(s) for corrective action, and determine if goals and objectives have been attained;
- E. serve as liaison between the Employer and enforcement agencies;
- F. serve as liaison between the Employer and minority organizations, women's organizations and community groups; and
- G. keep the administration informed of the latest developments in the area of equal opportunity.

3. Utilization Analysis

Employer ICRC maintains a database containing information showing the representation of each protected class of employees in each position. This database determines where protected class employees appear in the organization. The database also determines if a protected class of employees is not fully utilized. To determine whether minorities are not fully utilized in an occupation, ICRC considers the following factors:

- A. the minority population of the labor area surrounding the Employer;
- B. the level of minority unemployment in the labor area surrounding the Employer;
- C. the percentage of the minority workforce within the total workforce in the immediate labor area;
- D. the general availability of minorities having requisite skills in the immediate labor area;
- E. the availability of minorities with requisite skills in an area in where the Employer can recruit;
- F. the availability of minorities within the Employer;
- G. the existence of training institutions capable of training persons in the requisite skills; and
- H. the degree of training required for making all job classes available to minorities.

In determining whether women are not fully utilized in any job group, ICRC considers the following factors:

- A. the level of female unemployment in the labor area surrounding the Employer;
- B. the percentage of the female workforce within the total workforce in the immediate labor area;
- C. the general availability of women having requisite skills in the immediate labor area;
- D. the availability of women having requisite skills in an area where the Employer can recruit;
- E. the availability of women seeking employment in the labor or recruitment area of the Employer;
- F. the availability of female employees within the Employer;
- G. the existence of training institutions capable of training persons in the requisite skills; and
- H. the degree of training required for making all job classes available to women.

A protected class of employee is not fully utilized whenever the percentage of minorities or females employed in a job group is less than the percentage available within the labor area.

4. Goals and Timetables

Employer ICRC will establish hiring goals, and determine the time needed to reach each goal. Where deficiencies exist, the Employer will establish goals and timetables. To help with determining goals, ICRC will consider the eight factors outlined in Utilization Analysis.

5. Identifying Problem Areas

To identify problem areas, the following analysis should be conducted:

- A. the makeup of the workforce by minority group and sex;
- B. the makeup of applicants by minority group and sex;
- C. the selection process including job descriptions, worker specifications, application forms, interview procedures, referral procedures, and the final selection process;
- D. transfer and promotion practices;
- E. training programs; and
- F. workforce attitude

6. Audit and Reporting

The following reports are prepared annually:

New Hire Analysis

This report compares the number of applicants to the number of new hires in each protected class and flags those classes where a deviation from the norm is outside the range. This report also combines job classifications into appropriate occupational groups and performs the same analysis. When hiring deviates beyond the normal range, an investigation is conducted to determine if discriminatory hiring practices are affecting the hiring of applicants from protected classes. Any discriminatory hiring practices that cause an imbalance in the hiring of protected class applicants will be corrected.

- A. **Termination Analysis:** This report compares the rate of termination of protected class employees relative to their representation within the workforce. This analysis is done for each job classification and job group. In those areas where there is a disproportionately high termination rate of protected class employees, an investigation is conducted to determine if discrimination is a factor. Any discrimination will be immediately corrected.
- B. **Utilization Analysis:** This report shows the representation of each protected class of employees within each job classification and occupational group and the salary scale in each job classification. This report identifies any discrepancies in pay exist between employees within the same job classification. The results are used to determine where protected classes are not fully utilized. The Affirmative Action Leader reviews the results with supervisors, advises them on the program's effectiveness and provides them with recommendations to improve unsatisfactory performance.

7. Sexual Discrimination

Employer ICRC recruits, hires, trains and promotes persons in all job titles without regard to sex, except where sex is a bona fide occupational qualification. Furthermore, compensation, benefits, transfers, layoffs, return from layoff, training, education, social and recreational programs will be administered

without regard to sex. It is also the policy of Employer ICRC to maintain a workplace free of sexual harassment.

8. Guidelines on Discrimination Because of Religion or National Origin

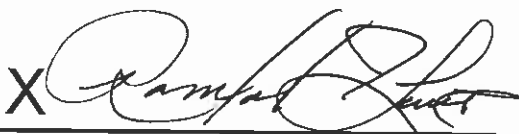
Employer ICRC recruits, hires, trains and promotes persons in all job titles without regard to religion or national origin. The Affirmative Action Leader reviews employment practices to determine whether members of various religions and/or ethnic groups are receiving fair consideration for job opportunities. Where deficiencies exist, the following actions can be undertaken:

- A. Communicate ICRC commitment to provide equal employment to the entire organization.
- B. Develop reasonable internal procedures that ensure equal employment opportunity is being fully implemented.
- C. Enlist the assistance and support of all recruitment sources for ICRC's commitment to equal employment opportunity.
- D. Review personnel files to determine the availability of members of various religious and ethnic groups for promotions and/or transfers.
- E. Make reasonable accommodations to religious observances and practices of employees or prospective employees and/or who observe certain religious holidays during the year and who are conscientiously opposed to performing work on such days, when such accommodations can be made without undue hardship on the conduct of the Employer's business. In determining the extent of hardship such accommodations might make, the Employer considers the following factors: (a) business necessity, (b) financial costs and expenses, and (c) resulting personnel problems?

9. Consideration of Minorities and Women Not Currently in the Workforce

Employer ICRC will recruit minorities and women with requisite skills not currently in the workforce. Employer ICRC utilizes several referral sources in addition to applications submitted by available candidates.

- A. Minorities and females in the workforce will be advised of vacancies as they occur.
- B. Referral agencies will be requested to refer minorities and women.
- C. Colleges, universities, vocational schools, and high schools will be advised of employment opportunities.



Randal Loux
Operations Director

12. WORKFORCE ANALYSIS FORM

Name of Organization: ICRC

Date: 2 / 7 / 2015

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	3	2	1			1		2	1
Professionals	1					1		1	0
Superintendents	4	3		1				4	0
Supervisors	4	2		1		1		4	0
Foremen	4					4		4	0
Technicians	40	5				35		40	0
Protective Service	0							0	0
Para-Professionals	0							0	0
Office/Clerical	3	1	2					1	2
Skilled Craft	10	5				5		10	
Service/Maintenance	4	2				2		4	
Total:	73	19	3	2		49		70	3

Prepared By: 

10. EQUAL OPPORTUNITY AGREEMENT

The Law

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

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

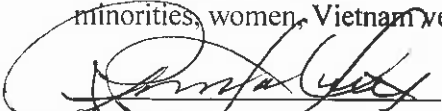
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.


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

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

Bidders

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


Signature


Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 – 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

13. EVIDENCE OF INSURABILITY

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

Names Insured: Insurance Claim Roof Contractors LLC Employee ID: 27 - 06076308
Address: 3306 Colless Lane, Louisville, KY 40245 Phone: 502 - 243-6888

Project to be insured: The Morton House Re-roof Project

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGI	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 per occ \$2,000,000 aggregate	Atlantic City City	42846	A-
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$	INS. CO.		
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$			

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

Agency or Brokerage: Nolan Insurance Name of Authorized Representative: Tonya Browning
603 E Chestnut St. Title: Agent
Street Address: Louisville, KY 40204 State: Zip
City: 502-589-4746 Date: 2-12-15
Telephone Number: Authorized Signature

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

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

3. **BIDDERS AFFIDAVIT**

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

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

Further, Affiant sayeth naught.

(Affiant)

STATE OF

Kentucky

COUNTY OF

Jefferson

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

Antonio Robinson on this the 12th day of February, 2015.

My Commission expires: 12-30-2017

NOTARY PUBLIC, STATE AT LARGE

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: RANDAL LOUX

POSITION/TITLE: DIRECTOR OF ENGINEERING/ SENIOR ESTIMATOR

STATEMENT OF EXPERIENCE: 20 YRS ENGINEERING
EXPERIENCE MASTERS IN STRUCTURAL
ENGINEERING

NAME OF INDIVIDUAL: JIM SANTA CRUZ

POSITION/TITLE: COO

STATEMENT OF EXPERIENCE: JOURNIMEN ROOFER - 20 YRS
+ EXPERIENCE IN ROOFING APPLICATIONS.

NAME OF INDIVIDUAL: DONNA SANTA CRUZ

POSITION/TITLE: CEO/OWNER

STATEMENT OF EXPERIENCE: 30 YRS EXPERIENCE
OPERATING BUSINESS - 10 YRS IN
RES/COMM ROOFING EXPERIENCE

NAME OF INDIVIDUAL: TONY ROBINSON
POSITION/TITLE: PROJECT MANAGER
STATEMENT OF EXPERIENCE: 14 YRS EXPERIENCE
IN ONSITE CONSTRUCTION
MANAGEMENT.

NAME OF INDIVIDUAL: STEVE GILBERT
POSITION/TITLE: PROJECT MANAGER
STATEMENT OF EXPERIENCE: 30 YRS CONSTRUCTION -
ALL PHASES - ONSITE CONSTRUCTION TRADE
AND MANAGEMENT

NAME OF INDIVIDUAL: ROGER FRENTZ
POSITION/TITLE: CFD
STATEMENT OF EXPERIENCE: 25 YRS CONTROLLER
EXPERIENCE

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

DATE 2/9/2015

PURPOSE MORTON HOUSE

BIB NO 15-2015

CUE COLUMN

NOTES

Calander

April 6 START DATE
START ROOF/DECKING MATERIAL
MAIN BUILDING April 6 2015.

April 6th - 10th Remove shingle,
decking, replace beams, build
kneewall, replace rafter, re deck with
3/4" and install 30# FELT.

April 11th Install 304R Certainteed
shingle on Main Building, Remove
and replace shingles and 30# Felt
remaining roof structures.

April 13 - 17, 2015
Install EPMD Roof system per
SPECS and install shingle roofs to
SPEC.

April 15 - 22, 2015 Install Gutter
system to SPECS.

START APRIL 6, 2015
FINISH APRIL 22, 2015,

SUMMARY

regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part 4 General Conditions Paragraph 5.17.

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

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

16. AFFIRMATIVE ACTION PLAN

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

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

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

All submissions should be directed to:

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

17. CONTRACT TIME

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

18. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the ENGINEER and OWNER,