

PART III

Invitation to Bid No. 66-2016

Environmental Hazard Abatement at Historic Courthouse

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 05/20/2016

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

This Proposal Submitted by Environmental Demolition Group, LLC

3520 Turfway Road, Erlanger, KY 41018

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as Environmental Demolition Group, LLC
"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 **Environmental Hazard Abatement at Historic Courthouse** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the

Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 05/09/2016

Addendum No. 2 Date 05/13/2016

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

2. LEGAL STATUS OF BIDDER

Bidder Environmental Demolition Group, LLC

Date 05/20/2016

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

~~* 2.~~ A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

N/A

~~* 3.~~ An individual, whose signature is affixed to this Bid/Proposal (please print name)


N/A

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

3. **BIDDERS AFFIDAVIT**

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

1. His/her name is Shawn McGinness and he/she is the individual submitting the bid or is the authorized representative of Environmental Demolition Group, LLC, 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.



Shawn McGinness
(Affiant)

STATE OF Kentucky
COUNTY OF Boone

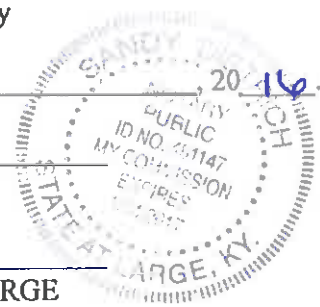
The foregoing instrument was subscribed, sworn to and acknowledged before me by

May on this the 20 day of _____

My Commission expires: 01-14-17



NOTARY PUBLIC, STATE AT LARGE



4. BID SCHEDULE – SCHEDULE OF VALUES

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

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

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

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

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

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

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

The LFUCG reserves the right to accept base bid with any combination of alternates in the best interest of the Government.

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

Item No.	Description w/Unit Bid Price Written in Words	Unit	Total Bid Amount
1.	Base Bid - Environmental Abatement as per specs for <u>Two Hundred Fifty-Four Thousand</u> Dollars <u>Even</u> Cents	LS	\$ <u>254,000.00</u>
2.	Alternate 1 - Remove asbestos-containing straight pipe insulation and pipe joint compound from the crawlspace; and remove asbestos-containing debris from the crawlspace soil for <u>Twenty-One Thousand Nine Hundred Seventy</u> Dollars <u>Even</u> Cents Proposed days to complete <u>5 days</u>	LS	\$ <u>21,970.00</u>
3.	Alternate 2 - Conduct lead-based paint stabilization and clean-up in the rotunda (mechanical floor, lower balcony, upper balcony) and specified areas of the ground floor for <u>Fifty-Seven Thousand Two Hundred</u> Dollars <u>Even</u> Cents Proposed days to complete <u>15 days</u>	LS	\$ <u>57,200.00</u>

Item No.	Description w/Unit Bid Price Written in Words	Unit	Total Bid Amount
4.	Alternate 3 - Conduct complete mechanical equipment demolition (removal) from the rotunda (mechanical floor, lower balcony, upper balcony) for <u>Nineteen Thousand Six Hundred Thirty</u> Dollars <u>Even</u> Cents Proposed days to complete <u>5 days</u>	LS	<u>\$ 19,630.00</u>
5.	Alternate 4 - Conduct Bioremediation - Environmental (Birds, bats, droppings, bacteria, fungi) Clean-up in the Interstitial Dome area <u>Seven Thousand Two</u> Dollars <u>Hundred</u> Cents <u>Even</u> Cents Proposed days to complete <u>3 days</u>	LS	<u>\$ 7,200.00</u>

TOTAL OF ALL BID PRICES FOR Environmental Hazard Abatement for Historic Courthouse Project (Items 1 through 5) in words and figures. In case of discrepancy, the amount shown in words will govern.

Three Hundred Sixty Thousand Dollars Even

(\$ 360,000.00).

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. The "Rules of Measurement" set forth in the Special Conditions shall govern where volume units are concerned.

DESCRIPTION OF WORK	UNIT PRICE
Removal of Asbestos-Containing Material (ACM)	Unit Price
Transite Panels	\$ 10.00 /sf
Straight Pipe Insulation	\$ 4.00 /lf
Pipe Joint Compound	\$ 4.00 /lf
Vibration Dampers	\$ 1.00 /sf
Black Mastic Only	\$ 0.25 /sf
Floor Tile & Mastic	\$ 0.50 /sf
Linoleum	\$ 5.00 /lf
Flooring (multiple layers such as carpet over plywood over ACM felt paper on particle board)	\$ 0.50 /sf
Square Duct Insulation	\$ 10.00 /sf
ACM Contaminated Soil Clean-up	\$ 10.00 /sf
Lead-Based Paint Abatement	Unit Price
Lead-Based Paint Clean-up Only	\$ 5.00 /sf
Lead-Based Paint Stabilization & Clean-up (this addresses substrates)	\$ 10.00 /sf
Bioremediation	Unit Price
Environmental (Birds, bats, droppings) Clean-up	\$ 5.00 /sf
Mold Clean-up	\$ 5.00 /sf

sf (square feet)
lf (linear feet)

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: Environmental Demolition Group, LLC
- 2. Permanent Place of Business: 3520 Turfway Road, Erlanger, KY 41018
- 3. When Organized: 12/2004
- 4. Where Incorporated: Kentucky
- 5. Construction Plant and Equipment Available for this Project:
18,000 square foot office & warehouse
\$250,000 of abatement & demolition equipment

(Attach Separate Sheet If Necessary)

- 6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.
- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:
The Guarantee Company of North America USA (Surety)
Signed: Nancy Nemeec Nancy Nemeec, Attorney-in-Fact (Representative of Surety)
- 8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>See Attached</u>		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Perry Local Schools</u>	<u>Perry, OH</u>	<u>\$ 177,000.00</u>
<u>Worthington Schools</u>	<u>Worthington, OH</u>	<u>\$ 95,000.00</u>
<u>EKU Brockton</u>	<u>Richmond, KY</u>	<u>\$ 125,000.00</u>

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
<u>Shawn McGinness</u>	<u>President</u>	<u>12</u>
<u>Jason Hazelwood</u>	<u>Operations Manager</u>	<u>10</u>
<u>Aaron Beacock</u>	<u>Project Manager</u>	<u>3</u>
<u>Jeff Sunderhaus</u>	<u>Site Supervisor</u>	<u>11</u>

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>
N/A			

(USE ADDITIONAL SHEETS IF NECESSARY)

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

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE Yes/No</u>	<u>% of Work</u>
1. <u>Abatement Labor</u>	Name: <u>Central Asbestos Services, LLC</u> Address: <u>5525 Georgetown Rd, Ste G Indianapolis, IN 46254</u>	<u>No</u>	<u>15%</u>
2. <u>Abatement Supplies</u>	Name: <u>Jendco Safety Supply</u> Address: <u>1614 Integrity Dr Columbus, OH 43209</u>	<u>No</u>	<u>3%</u>
3. <u>Platform Scaffolding</u>	Name: <u>Solid Platforms, Inc</u> Address: <u>6610 Melton Rd Portage, IN 46368</u>	<u>No</u>	<u>5%</u>
4. <u>Platform Scaffolding</u>	Name: <u>American Scaffolding, Inc</u> Address: <u>PO Box 58145 Cincinnati, OH 45258</u>	<u>No</u>	<u>5%</u>
5. _____	Name: _____ Address: _____	_____	_____
6. _____	Name: _____ Address: _____	_____	_____
7. _____	Name: _____ Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)

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

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) and Veteran-Owned Small Business (VSOB) Enterprises 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) The LFUCG has also established a 3% of total procurement costs as a Goal for participation of Veteran-Owned Businesses.
- 4) **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.**

B. PROCEDURES

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

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VSOB) 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.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

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

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

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

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 66-2016

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Central Asbestos Services, LLC Rudy Funez 5525 Georgetown Rd, Ste G, Indianapolis, IN 46254 317-755-3417 rudyfunez@casofindy.com	Temp Labor	TBD	15%
2. Jendco Safety Supply 1614 Integrly Dr, Columbus, OH 43209 614-449-9600 jenny@jendcosafety.com	Abatement Supplies	TBD	3%
3.			
4.			

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

Environmental Demolition Group, LLC
Company

05/20/2016

Date

Shawn McGinness

Company Representative

President

Title



LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # 66-2016

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

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

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

Environmental Demolition Group, LLC
 Company

05/20/2016
 Date

Shawn McGinness
 Company Representative

President
 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference #66-2016

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

Company Name Environmental Demolition Group, LLC	Contact Person Shawn McGinness
Address/Phone/Email 3520 Turfway Road, Erlanger, KY 41018 859-363-4863, smcginness@edgllc.biz	Bid Package / Bid Date 66-2016, 05/20/2016

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
Central Asbestos Services, LLC	Rudy Funez	317-755-3417 rudyfunez@casofindy.com		Temp Labor	Phone	TBD	HA
Jendco Safety Supply	Jenny Jarvis	614-449-8600 jenny@jendcosafety.com		Abatement Supplies	Phone	TBD	Female

(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.

Environmental Demolition Group, LLC
Company

05/20/2016
Date

Shawn McGinness
Company Representative

President
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. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 66-2016

Total Contract Amount Awarded to Prime Contractor for this Project TBD

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name: Environmental Demolition Group, LLC	Address: 3520 Turfway Road, Erlanger, KY 41018
Federal Tax ID: 20-1987104	Contact Person: Sandy Dietrich, Office Manager

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

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

Environmental Demolition Group, LLC
Company

05/20/2016
Date

Shawn McGinness
Company Representative

President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 66-2016

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

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

Environmental Demolition Group, LLC

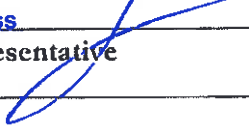
 Company
05/20/2016

 Date

Shawn McGinness

 Company Representative
President

 Title



8. **AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky . Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Shawn McGinness

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: 25 years of abatement & demolition

NAME OF INDIVIDUAL: Jason Hazelwood

POSITION/TITLE: Operations Manager

STATEMENT OF EXPERIENCE: 17 years of abatement & demolition

NAME OF INDIVIDUAL: Aaron Beacock

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: 20 years of abatement & demolition

NAME OF INDIVIDUAL: Jeff Sunderhaus

POSITION/TITLE: Site Supervisor

STATEMENT OF EXPERIENCE: 11 years of abatement & demolition

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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

Signature

Environmental Demolition Group, LLC

Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Environmental Demolition Group, LLC

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

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: Environmental Demolition Group, LLC

Date: 05 / 20 / 2016

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	1	1						1	
Professionals	6	6						6	
Superintendents	14	11				3		14	
Supervisors									
Foremen	4	2		1		1		4	
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	2		2						2
Skilled Craft	6					6		6	
Service/Maintenance	1	1						1	
Total:	34	21	2	1	0	10	0	32	2

Prepared By: Sandy Dietrich, Office Manager

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: Lexington-Fayette Urban County Government

Employee ID: _____

Address: 200 E Main St, Lexington, KY 40507

Phone: _____

Project to be insured: Historic Courthouse Project (Bid No. 66-2016)

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 5,000,000	Westchester Surplus Lines Insurance	10172	A++
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$ 2,000,000	Cincinnati Indemnity Company	23280	A+
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w /endorsement as noted	\$ 1,000,000	Kentucky Employers' Mutual Insurance	10320	A-VIII

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

Arthur J Gallagher Risk Management Services, Inc
Agency or Brokerage

1 W 4th St
Street Address

Cincinnati OH 45202
City State Zip

513-977-3100
Telephone Number

Shawn McGinness
Name of Authorized Representative

President
Title

[Signature]
Authorized Signature

05/20/2016
Date

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

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

14. DEBARRED FIRMS

PROJECT NAME: Environmental Hazard Abatement at Historic Courthouse

BID NUMBER: 66-2016

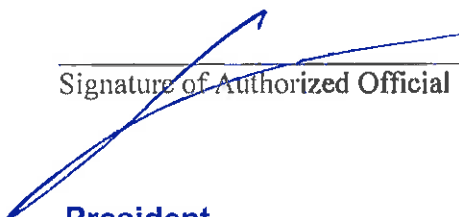
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

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 Environmental Demolition Group, LLC 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.

Environmental Demolition Group, LLC
Name of Firm Submitting Bid


Signature of Authorized Official Shawn McGinness

President
Title

05/20/2016
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: Environmental Demolition Group, LLC

Project: Environmental Hazard Abatement at Historic Courthouse

Printed Name and Title of Authorized Representative: Shawn McGinness, President

Signature: _____

Date: 05/20/2016

END OF SECTION

MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

Bid Number: #66-2016

Date: May 9, 2016

Subject: Environmental Hazard Abatement at Historic Courthouse

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

TO ALL PROSPECTIVE SUBMITTERS:

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

1. See attached sections to be added to technical specifications:
 - Section 013591 – Historic Treatment Procedures
 - Section 024119 – Selective Demolition
 - Section 200100 – General Provisions – Mechanical
 - Section 200200 – Scope of the Mechanical Work
 - Section 200400 – Demolition and Salvage
 - Section 260501 – General Provisions – Electrical
 - Section 260502 – Scope of the Electrical Work
 - Section 260505 – Demolition, Restoration and Salvage

2. Site Mobilization
 - a. What areas are contractors allowed to use for storage, dumpsters, material handling, etc.?
 - i. As of May 9th, the northern entrance and area directly above the exterior portion of the basement on the north side are off limits for material handling, storage, equipment, etc. The proposed area allowed for mobilization is the east side of the property, from Short Street south to the Confederate Monument.
 - ii. This mobilization will be shared with the awarded Abatement Contractor and the GC from AU Associates, who will be overseeing all of the exterior work happening concurrently.
 - iii. KNBA, AU Associates and LFUCG are working on a revised allowable area
 - b. In addition to the above, who installs, maintains and is responsible for site security and perimeter fencing?



- i. The GC for AU Associates will install, maintain and be responsible for the main construction entrance and gate. All access to the site will be through this entrance.
 - ii. The Awarded Abatement contractor will be responsible for the security of their materials, equipment and any hazardous material zones.
 - iii. KNBA, AU Associates and LFUCG are working on a revised allowable area
 - c. Water Access
 - i. There is no current water access on the site proper. LFUCG expressed the ability to use water at Cheapside.
 - ii. The GC for AU Associates will be arranging temporary water service to the site as part of their exterior repair scope. The expected timeframe for this should be concurrent with the awarded abatement contractor's mobilization.
- 3. Ingress / Egress from the building
 - a. What entrance(s) can be used for getting in and out of the building, including personnel, equipment and materials?
 - i. As mentioned above, the north entrance is off limits for any material handling operations. It is advised that all contractors use the east entrance for the vast majority of their access to the building.
 - b. The east entrance extremely limited by the current shoring of the east balcony. What can be done about this?
 - i. KNBA and AU Associates will assess the timeframe associated with the exterior work and provide an alternate solution to the current shoring conditions, either in a new shoring condition or in an accelerated course in removing the balcony.
 - c. Can a window (or windows) be removed in order to facilitate material removal?
 - i. After a review with KNBA, the awarded abatement contractor will be allowed to carefully remove selected windows to be used for expediting material removal. Care must be taken to protect the surrounding trim and surfaces on the interior as well as the masonry jamb and stonework on the exterior. KNBA will approve the window use and protection plan prior to window removal. Any damage caused to the masonry or surrounding areas will be repaired at the contractor's expense.
- 4. Material Handling within the building (using the elevator shafts)
 - a. 4th floor mechanical space: does the contractor need to remove the full extent of the elevator shaft, or can a hole be cut in the side and used to hoist materials down to grade?
 - i. The provided Specifications for demolition on the 4th floor are performance based. Any proposed use of the elevator shaft needs to be reviewed by KNBA for maintaining building integrity. The awarded abatement contractor can make use of the elevator shaft in a manner that has not been previously noted as long as it does not compromise the building integrity.
 - b. Atrium space, each floor: Can a larger opening be made in the elevator shaft wall to allow the elevator shaft to move materials off each floor?
 - i. Any proposed use of the elevator shaft needs to be reviewed by KNBA for maintaining building integrity. The awarded abatement contractor can make use of the elevator



shaft in a manner that has not been previously noted as long as it does not compromise the building integrity.

- c. Does the interior of the elevator shafts need to be kept clean and mechanical elements in working order?
 - i. No, the elevator shafts will be removed in their entirety within the scope of the building renovation. It is not required that elevator components be in working order during or after the abatement contractors' scope of work is complete.
 - ii. See 3.B
5. 4th floor Mechanical Demolition Notes:
- a. Does the elevator shaft need to be removed completely?
 - i. See 3.A.
 - b. Does the fire alarm and fire protection have to be maintained?
 - i. KNBA will assess.
 - c. Are specifications provided about the exact details of the MEP demolition.
 - i. Yes, the specification sections released on May 9th, 2016 by LFUCG will include the demolition specifications provided by our MEP consultant.
 - ii. As with KNBA's demolition specification, the provided MEP specifications are largely performance based, though there are areas that address the removal of equipment-specific fluid.
 - iii. KNBA's specifications are limited to selective interior demolition and historical treatment of existing building components.
 - d. Can KNBA / Structural Consultant provide a live-load rating for the mechanical level floor?
 - i. KNBA will assess this issue
6. Miscellaneous Questions
- a. Will there be any items left in the building when the award abatement contractor's scope of work begins that needs to be saved or that requires special attention?
 - i. No, LFUCG will coordinate removal of any and all historic elements, displays, material and supplies that are currently in the building.
 - ii. Should the awarded abatement contractor come across any items that appear to be of historical significance that would otherwise be damaged in the contractor's scope of work, contact LFUCG immediately.
7. A second walk-thru has been scheduled for May 11, 2016, 10:00 am. Absolutely no questions will be allowed at that time.
8. Q&A deadline has been extended to May 12, 2016, 2:00 pm.
9. Bid opening has been extended to May 20, 2016, 2:00 pm.



10. Pre-bid sign-in sheet is attached.

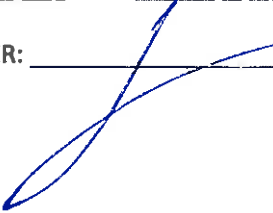


Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Environmental Demolition Group, LLC

ADDRESS: 3520 Turfway Road, Erlanger, KY 41018

SIGNATURE OF BIDDER:  Shawn McGinness, President



MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #2

Bid Number: #66-2016

Date: May 13, 2016

Subject: Environmental Hazard Abatement at Historic Courthouse

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

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Are there specific locations required for the placement of dumpsters? Southeast corner of building along Upper Street
2. What parking is available for construction workers? Parking will be made available to contractors, with exact locations to be determined. Parking will be shared equally with other contracts working onsite.
3. Will the elevators be available if needed for the work? The elevators, while they do operate, are 4 years past their last inspection. It is clearly noted on the ground floor that these elevators have not been inspected. Any use of these elevators is at the contractor's own risk.
4. Please confirm that the pipe insulation can be removed utilizing wrap & cut method. Yes pipe insulation can be removed utilizing wrap & cut method
5. Please confirm dates for the project. Add line items as needed for the alternates if accepted as well. Updated schedule attached. Line items for alternates added, but days added to overall schedule are dependent on the bid responses.
6. We strongly recommend the removal of the mechanical equipment to be included in the base bid and not an alternate. Reasons are as follows:
 - a. If we demolish the MEP systems, there is no reason to clean the horizontal surfaces of lead paint debris on these items which is in the base bid.
 - b. If we know that we will be removing the MEP in the base bid, it will lower the alternate price to stabilize the lead paint of the Rotunda. This is because we know that the space in the Rotunda will be clear, allowing for better access to build scaffolding and perform the work. Currently we will need to bid the alternate with worse-case scenario. Bid the alternate with worse-case scenario



7. It is my understanding that the access to perform the lead paint stabilization in the Rotunda will be by the Abatement Contractor. Once complete, the scaffold systems will have to be disassembled and then a new scaffold system will be installed by the restoration contractor. Seems like a waste of money. I recommend include a set allowance in the alternate bid for the scaffold system. Then the awarded Abatement Contractor can work with the Restoration Contractor to develop a scaffold system that will meet both needs. Due to the work that will be performed to the building as part of the main renovation, it is very unlikely that the restoration contractor will be following the abatement contractors. New scaffolding will need to be brought in for the restoration of the dome.
8. We assume all air testing during the abatement will be handled by Air Source? Does this include personals? Contractor responsibilities are specified in sections 1.5.2 ENVIRONMENTAL ABATEMENT CONTRACTOR RESPONSIBILITY and 2.3.3 MONITORING, INSPECTION AND TESTING BY CONTRACTOR CPIH
9. Will the City "bag" all the meters at no cost to the contractor on the WEST side UPPER Street? Parking will be made available to contractors, with exact locations to be determined. Parking will be shared equally with other contracts working onsite.
10. If the abatement contractor does the demo, we assume the contractor retains salvage rights? Yes
11. Please advise what the window and door removal process is for load out. Addressed in Addendum 1 for windows. Concerning the east entry: Abatement contractor to submit plan to re-shore east entry. After structural review and approval, abatement contractor will be responsible for making any approved changes to the shoring to assist in entry / exit and material handling.
12. Is the abatement contractor responsible for security fencing? AU Associates will be the CM in charge of the site security and coordinating mobilization.
13. Is the abatement contractor responsible for any repair work to the grass area on the EAST side of the property? Can we install gravel on this area for dumpster and equipment access? This gravel could remain for other trades following abatement. No, abatement contractor is not responsible. Construction entrances and graveled areas will be installed and maintained by AU Associates. AU Associates will coordinate site usage and mobilization with the awarded contractor
14. Please confirm that ALL layers of wood flooring must be removed down to the concrete to access the ACM mastic and disposed of as ACM. Yes
15. Please confirm that abatement contractor must access/remove and disposal of all case work on the floors with tile/mastic under them. Yes, with exception of one area where Owner is responsible for salvage and storage (2nd floor courtroom). Owner will coordinate removal of any building elements that need to be salvaged prior to abatement contractor beginning work.
16. Does the specification give a detailed process to remove the loose lead paint in the entire rotunda area? Is a "bonding primer" required to be applied? Is the abatement contractor required to "feather" the paint between the areas that have no paint and areas that the lead paint is tightly secured? Procedures are specified in sections 3.5.4 PAINT STABILIZATION and 013591 HISTORIC TREATMENT PROCEDURES
17. Once LEAD paint debris is containerized, who will do the TCLP testing? The Abatement Contractor's Industrial Hygienist. Specified in section 3.5.5 CLEAN-UP & DISPOSAL What if the paint debris is above 5 PPM (hazardous) who is responsible to disposal cost? The Abatement Contractor



18. Part VI – Contract Agreement, Page C-2, 2. TIME OF COMPLETION. Change "...is hereby fixed as one hundred fifty (50) calendar days" to "...is hereby fixed as fifty (50) calendar days."

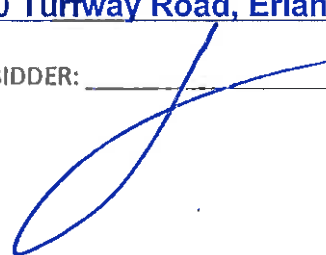


Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Environmental Demolition Group, LLC

ADDRESS: 3520 Turfway Road, Erlanger, KY 41018

SIGNATURE OF BIDDER:  Shawn McGinness, President



Todd Slatin
Division of Central Purchasing
200 E. Main Street, 3rd Floor
Lexington, KY 40507
(859) 258-3326
TDD [hearing impaired only] (859) 258-3606

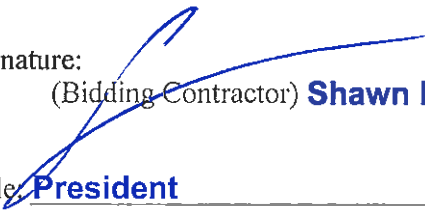
EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of **Environmental Demolition Group, LLC** 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.

Sandy Dietrich has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Office may be reached by calling

Signature: 
(Bidding Contractor) **Shawn McGinness**

Title: **President**

Date: **05/20/2016**

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: Environmental Demolition Group, LLC

Project: Environmental Hazard Abatement at Historic Courthouse

Printed Name and Title of Authorized Representative: Shawn McGinness, President

Signature:  _____

Date: 05/20/2016



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)*

Environmental Demolition Group, LLC
3520 Turfway Road
Erlanger, KY 41018

SURETY:*(Name, legal status and principal place of business)*

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, MI 48076

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.

OWNER:*(Name, legal status and address)*

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

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

PROJECT:*(Name, location or address, and Project number, if any)*

Environmental Hazard Abatement at Historic Courthouse

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 20th day of May, 2016

Sander Dietrich
(Witness)

Environmental Demolition Group, LLC

(Principal)

Shawn McGinness, President *(Seal)*

[Signature]
(Witness)

(Title)

The Guarantee Company of North America USA

(Surety)

Nancy Nemes *(Seal)*
Nancy Nemes, Attorney-in-Fact

(Title)



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Mark Nelson, Randal T. Noah, Stella Adams, Mary Beth Milling, Tiffany Gobich, Kelsey Freytag, Liz Ohl,
Nancy Nemeec, Tammy Masterson, Evan R. Derr, G. Dale Derr, Elizabeth McDevitt
Assured Neace Lukens Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 20th day of May, 2016

Randall Musselman, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Home Office, Southfield, Michigan
STATUTORY BALANCE SHEET
December 31, 2015

ASSETS

Cash and Short-Term Investments	\$ 52,709,033
Marketable Securities	145,082,101
Premium and Agents Balances (under 90 days)	3,727,495
Reinsurance Receivable on paid losses	2,517,537
Accrued Interest and Dividends	1,082,243
Other Assets	<u>1,683,650</u>
Total Admitted Assets	<u>\$206,802,059</u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 8,741,072
Unearned Premium Reserve	15,481,043
Accrued Expenses	2,040,120
Ceded Reinsurance Premiums Payable	2,739,108
Taxes, Licenses and Fees Payable	213,292
Net Deferred Tax Liability	1,524,277
Funds Held	6,068,366
Other Liabilities	<u>441,403</u>
Total Liabilities	<u>\$ 37,248,681</u>

CAPITAL AND SUPPLUS

Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>25,532,408</u>
Total Policyholders' Surplus	<u>\$169,553,378</u>
 Total Liabilities, Capital and Surplus	 <u>\$206,802,059</u>

State of Michigan
County of Oakland

Stephen C. Ruschak being duly sworn, says: That he is the President & COO of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2015.

Sworn to before me this 3rd day of March 2016.

Cynthia A. Takai
Notary



Stephen C. Ruschak, President & COO

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County



Environmental Demolition Group, LLC
Major Completed Projects as of 05-20-16

General Electric – Bldgs B & C
Contract Amount: \$1,270,000.00
Date Completed: 05/28/2015
GC: O'Rourke Wrecking Company
Contact: Jeff Sizemore, 513-616-1710
EDG Job #: 15P-095

Alumni Lofts (former CSPAs)
Contract Amount: \$479,672.00
Date Completed: 03/04/2016
GC: CRG Stadium Flats LLC
Contact: Joe Martinez, 317-697-9622
EDG Job #: 15P-010

Delco Building
Contract Amount: \$641,000.00
Date Completed: 03/04/2016
GC: Brackett Builders, Inc
Contact: Mike Hoying, 614-335-2006
EDG Job #: 15P-035

Merchants Building
Contract Amount: \$226,541.00
Date Completed: 12/13/2015
GC: Ashley Construction, Inc
Contact: Jason Armstrong, 859-957-2571
EDG Job #: 15P-111

Kroger – Frankfort, KY
Contract Amount: \$319,507.81
Date Completed: 12/15/2015
GC: MacDougall Pierce Construction, Inc
Contact: Bob Kemper, 317-590-4887
EDG Job #: 15P-038

Renaissance Hotel / Bartlett Building
Contract Amount: \$1,640,018.00
Date Completed: 04/30/2014
GC: Columbia Sussex Management, LLC
Contact: Neal Kreke, 859-426-4343
EDG Job#: 13P-160