

INVITATION TO BID

Bid Invitation Number: 104-2012

Date of Issue: 07/11/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **08/01/2012**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Rm 338
Lexington, KY 40507, (859) 258-3320**

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

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 1365 Old Frankfort Pike, Lexington, KY 40507

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

| |
|--|
| Commodity/Service |
| Demolition of Fire Training Tower |
| See specifications. |

| | |
|---|--|
| <p style="text-align: center;"><u>Check One:</u></p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p> | <p style="text-align: center;"><u>Proposed Delivery:</u></p> <p><u>10</u> days after acceptance of bid.</p> |
|---|--|

| |
|--|
| <u>Procurement Card Usage</u> |
| <p><input type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p> |

Submitted by: SUPERIOR Demolition, Inc
 Firm
764 Westland Dr
 Address
LEXINGTON, KY 40504
 City, State & Zip
Norman W. Preston Jr. V.P.
 Signature of Authorized Company Representative - Title
NORMAN W. PRESTON, JR
 Representative's Name (Typed or printed)
859 255-3889 253-3261
 Area Code - Phone - Extension Fax #
Woody1024@gmail.com
 E-Mail Address

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

AFFIDAVIT

Comes the Affiant, Norman W Preston Jr, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Norman W Preston Jr and he/she is the individual submitting the bid or is the authorized representative of Vice President,

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Norman W Preston Jr

STATE OF Kentucky

COUNTY OF Scott

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

by Norman Preston Jr on this the 1st day of August, 2012.

My Commission expires: 2-10-13

Sinda Miller
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes No

II. Bid Conditions

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

"Bid on #104-2012 Demolition of Fire Training Tower"

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County

Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government

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

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

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

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

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

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

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

EQUAL OPPORTUNITY AGREEMENT

The Law

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

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental 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 contractors may be declared ineligible for future consideration.

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

Bidders

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



Signature



Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____ Date: ____/____/____

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|---------------------|-------|-------|---|--------|---|-------|---|-------|---|-------|---|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators | 1 | | ✓ | | | | | | | | 1 |
| Professionals | | | | | | | | | | | |
| Superintendents | 2 | ✓ | | | | | | | | 2 | |
| Supervisors | 1 | ✓ | | | | | | | | 1 | |
| Foremen | 1 | ✓ | | | | | | | | 1 | |
| Technicians | 1 | ✓ | | | | | | | | 1 | |
| Protective Service | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | |
| Office/Clerical | 2 | | | ✓ | | | | | | | 2 |
| Skilled Craft | 4 | ✓ | | | | | | | | 4 | |
| Service/Maintenance | 1 | ✓ | | | | | | | | 1 | |
| Total: | | | | | | | | | | 12 | 3 |

Prepared by: Norman W. Probst Jr. V.P.
Name & Title

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

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

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

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

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

**Lexington-Fayette Urban County Government
MBE/WBE Participation Goals**

PART 1 - GENERAL

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

PART 2 - PROCEDURES

- 2.1 The successful bidder will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 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 MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 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)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE 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.

PART 3 - DEFINITIONS

- 3.1 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.
- 3.2 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.

PART 4 - OBLIGATION OF BIDDER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE 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.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of bid.**

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Bidders reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE 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.
- 5.2 Bidders not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
 - A. Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
 1. A periodical in general circulation throughout the region
 2. A Minority-Focused periodical in general circulation throughout the region

3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 4. Bidder shall include copies of dated advertisement with his submittal
- B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
 - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
 - D. Documentation of Bidder's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
 - E. 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. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

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

A Disadvantaged Business Enterprise is defined as a business 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

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings
Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—
Tyrone Tyra, Minority Business Development
ttyra@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council
Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council
Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

Shawn Rogers, UK SBDC
Shawn.rogers@uky.edu

Shiree Mack
smack@uky.edu

Community Ventures Corporation
James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation
Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP
Debbie McKnight
Debbie.McKnight@ky.gov
800-838-3266 or 502-564-4252

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council
Rea Waldon
rwaldon@gcul.org
513-487-6534

Kentucky Small Business Connect
Tom Back
800-626-2250 or 502-564-2064
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.
(NMSDC)**
www.nmsdc.org

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 104-2012

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

| MBE/WBE Company, Name, Address, Phone, Email | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|----------------------|--------------------------------|---------------------------|
| 1. CANCO, Inc PO- Box 1187 MT. Sterling 40353 | LABOR | \$ 600 ⁰⁰ | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

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

Superior Demolition Inc
 Company
8/1/12
 Date

[Signature]
 By
V.P.
 Title

LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 104-2012

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

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

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

Company

Date

Company Representative

Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

(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.

Company

Company Representative

Date

Title



LFUG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 104-2012

Total Contract Amount Awarded to Prime Contractor for this Project _____

| | |
|--|--|
| Project Name/ Contract # <i>Demo. Fire Training Tower</i> | Work Period/ From: _____ To: _____ |
| Company Name: | Address: <i>764 Westland Dr. Lexington, KY 40504</i> |
| Federal Tax ID: <i>311522777</i> | Contact Person: <i>Norman Preston Jr</i> |

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

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

Superson Demolition R _____
 Company Company Representative

8/1/12 _____ *V.P.* _____
 Date Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

Suprior Development
Company

M. W. Presinger
Company Representative

8/1/12
Date

V.P.
Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or misconduct, or errors or omissions, in connection with the performance of this contract; (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER; or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement.
- e. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- f. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

- 4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

- 4.3. Renewals

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

- 4.4. Deductibles and Self-Insured Programs

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

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

f. Self-Insured Associations will be considered.

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

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

5.0 SAFETY AND LOSS CONTROL

5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.

5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.

5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

6.0 DEFINITION OF DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

00270941

TECHNICAL SPECIFICATIONS

Demolition of Old Fire Tower--Old Frankfort Pike

The CONTRACTOR shall be responsible for the complete demolition of the structure and removal of debris.

Summary

- A. Demolition, removal and legal disposal of all structures, site improvements and specific vegetation at various properties. More specific detail in section (I) of the technical specifications.
- B. Disconnecting, capping or sealing the site utilities in place outside of demolition area; work will be completed by OWNER independent of this contract, **except for capping sanitary sewer.**
- C. Removing driveways, driveway entrance aprons.
- D. Grading the site to provide positive drainage with no dips, depressions, ponds or puddles remaining.

Permit to Demolish

The OWNER will obtain the demolition permit for each address. The cost will be waived.

The CONTRACTOR must have current "LFUCG" contractor Registration (or obtain it) and proof of required insurance. Contractor Registration is handled by Arbia Adams in Building Inspection, 2nd Floor, 101 East Vine Street, and Phone (859 / 258-3243).

Material Ownership

Except for any materials otherwise specified, demolished materials shall become the CONTRACTOR'S property and shall be removed from the site with further legal disposition of salvaged items at the CONTRACTOR'S option, excluding on-site sales.

The OWNER does not expect or intend imply, here or elsewhere, that any work or structure offered for demolition contains or will yield anything with salvage value.

Quality Assurance

- A. Demolition Firm Qualifications: CONTRACTOR is expected to have had experience on similar work and to assign experienced people to the contract.
- B. Regulatory Requirement: Comply with hauling and disposal regulations of authorities having jurisdiction. Demolition structures will have identified asbestos removed and "EPA" inspection before they are assigned to a contractor.

Project Conditions

- A. The structure(s) to be demolished will be vacant and not in use.
- B. The CONTRACTOR shall visually inspect the property prior to demolition and shall legally dispose of all paint, pesticide and other toxic materials. **The CONTRACTOR will provide documentation of disposal at an appropriate facility. This work is incidental to demolition. No hazardous material on site, see below.**
- C. Storage or sale of removed items or material on-site is not permitted. Salvageable items must be transported from the sites as they are removed.
- D. The **CONTRACTOR** shall effectively demolish septic tanks by removing any tops or caps, grouting any connected pipes, and backfilling the tank void with #57 stone within two (2) feet of approximately finish grade. Steps: Empty, clean thoroughly, crush in place, backfill with #57 Limestone. Remaining of fill to be per section (J)
- E. **Execution**
 - a. Verify or arrange that all utilities have been disconnected and capped. (OWNER anticipates that all utilities, except sanitary sewers, will be appropriately disconnected and capped or disabled before the property is offered for demolishing.
 - b. Survey existing conditions to determine the extent of the demolition.
 - c. The CONTRACTOR shall be responsible for and pay all cost of removal, disconnection and capping of only sanitary sewers, if present.
 - d. Do not begin demolition work until utility disconnecting and sealing have been completed. Sanitary sewers must inspect lateral disconnection before sewer is backfilled.
- F. **Preparation**
 - a. Conduct demolishing operations and debris removal to insure minimum interference with roads in the area.
 - b. Do not close roads without permission of the LFUCG Division of Traffic Engineering and other Authorities having jurisdiction. There is three-day notice required.
 - c. Provide alternate routes around the closed area if required.
 - d. Conduct the demolition operation to prevent injury to people and damage to adjacent building and property. Ensure safe passage of people around the demolition area.
 - e. The **CONTRACTOR** shall be responsible for any measures necessary to ensure the safe and proper demolition of the assigned structure(s) and shall assume all liability while completing required work. The CONTRACTOR

shall meet all safety standards as prescribed by all pertinent government agencies.

- f. The use of explosives **shall not** be permitted.

G. Pollution Controls

- a. Use water mist, temporary enclosures, or other suitable methods to limit the spread of dust and dirt. Comply with all governing environmental protection regulations.
- b. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- c. Remove debris from elevated portion of building by chute, hoist, or other device.
- d. Clean adjacent buildings of dust, dirt, debris caused by demolition operations. Return adjacent areas to existing conditions.
- e. CONTRACTOR shall perform demolition activities in a manner as to prevent water and air pollution and shall strictly comply with all federal, state and local laws, ordinance, regulations and best management practices controlling air and water pollution. All devices or structures for the control of water and air pollution shall be properly installed by the CONTRACTOR and working prior to the start of demolition at any site. If any device or structure fails or is damaged, the CONTRACTOR shall cease all demolition activities until the item is repaired.
- f. Adjacent to each structure area requiring grading or excavation, silt fence shall be installed near the disturbed area to intercept runoff from the area. Installation shall be approximately on contour and generally follow Kentucky Best Management Practices for Construction Activities or the "LFUCG" Storm water Manual. The fence shall be maintained as needed and removed when disturbed areas are fully protected by permanent vegetation.
- g. The CONTRACTOR shall provide appropriate sanitary facilities for all employees at the work sites.
- h. **All activities and material required by this section is incidental to the Contract and no direct payment shall be made for them.**

H. Demolition

- a. Demolish building as completely as indicated and remove from the site, using methods required to complete the work within limitations of governing regulations.
- b. Locate demolition equipment to remove debris and materials so as to **NOT** impose excessive loads on supporting walls and floors.
- c. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
- d. The building shall completely demolish, including the foundation, and lowest floor of the building. The CONTRACTOR shall remove all material that was part of the site in a whole or habitable state.
- e.

I. Filling Below – Grade areas and Grading

Filling and grading are incidental to the demolition for the work site.

Completely fill below –grade areas and voids of the demolition by re-grading on-site materials. Fill shall be placed in lifts less than 1 foot deep and shall be tamped thoroughly by equipment tracks and / or backhoe bucket. All surfaces shall be graded to drain, without diversion off the work site. Shaping will have continuity among contiguous demolition areas within a work site. The surface will be left free of non-soil material and clods that would present a detriment to mowing.

J. Disposal

The cost of hauling and the “tipping” fees are the responsibilities of the CONTRACTOR. Transport demolished materials off the Owner’s property. The Contractor shall designate the disposal facility prior to the start of the project and inform the Owner if any change is made with regard to disposal of removed material. The Contractor shall provide documentation to the Owner of disposal including, but not limited to, manifests, bills of lading, haul logs and landfill weight tickets.

K. Sanitary Sewer Lateral Services Abandonment

The Abandonment and capping of sanitary sewer connections is incidental to the work.

All sanitary sewer services connections must be properly abandoned to the satisfaction of the Division of Sanitary Sewers. All sanitary sewer service connection to be abandoned must be exposed at the point where the service lateral connects with the public sanitary sewer main. The service lateral shall be exposed 2 to 5 feet from the public sanitary sewer. If the public sanitary sewer is located in the street, use the shortest active length without damaging the sidewalk or curb. The utility strip is preferred location.

The service lateral shall be cut in such a way that the ends are straight, smooth, and free of chips and cracks.

A watertight cap/plug must be installed on/in the service lateral stub. For “PVC” service lateral a push –on single rubber casket cap should be used. If the service lateral is constructed with VCP, DIP or CIP an alternate method of plugging the service lateral can be used. Using a Fernco compression coupling, or equal, the service lateral can be downsized to a “PVC” pipe and an appropriate watertight plug can be installed to the “PVC” pipe. The “PVC”, DIP, CIP side of the compression coupling shall be coated with a “RTV” sealant. The compression coupling shall be tight and evenly fitted.

The lower portion of the trench, from a point 6 Inches below the bottom of the pipe to a point 24 Inches above the top of the pipe shall be backfilled with No. 9 stone. The No. 9 stone should be carefully compacted to avoid displacement of the pipe.

The Division of Sanitary Sewer, prior to backfill of the excavation, must visually inspect all abandoned sanitary sewer service connections. The CONTRACTOR must contact (Randy Davis at 425-2440, Robert Clay at 425-2448, or Rick Bowman at 425-2438) with the Division of Sanitary Sewers a minimum of 48 Hours in advance to schedule the service connection abandonment Inspection.

There is no direct payment for disconnecting and capping sanitary sewer services.

L. Erosion and sediment control

Construction Entrance

A stabilized construction entrance(s) shall be provided [as shown on the plans **OR** as directed by the engineer **OR** at a location satisfactory to the Owner]. The construction entrance shall be a minimum of twenty feet wide and extend a minimum of fifty feet into the site. The entrance shall utilize a minimum of six inches of Number 2 stone placed on geotextile fabric. The contractor shall maintain the construction entrance sufficiently to prevent tracking of soil and stone off the site and/or onto streets. Payment for this item is incidental to the project and shall include installation, all required maintenance, removal and restoration of affected existing ground.

Silt Fence

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

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

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

Physical Property Requirements

- Filtering Efficiency 75% (minimum)
- Tensile Strength at 20% 50 lbs./linear inch (minimum)
- Flow Rate 0.3 gal./ sq. ft/ min. (minimum)

- Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0°F to 120°F.
- Posts for synthetic fabric silt fences shall be either 2-inch by 2-inch wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them. Wire fence reinforcement for silt fences shall be a minimum of 36 inches in height, a minimum of 14 gauge and shall have a mesh spacing of no greater than 6 inches.
- Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately. Damaged silt fences shall be repaired at the end of each day. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed after each storm event or when deposits reach approximately one-half the height of the barrier. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared, and seeded. Silt Fences shall be replaced every 6 months.

The CONTRACTOR shall plant the following seed mix and mulch all disturbed areas according to Section 212 (KDOH) amended as follows. The CONTRACTOR shall apply 20-10-10 fertilizer to all seeded areas at a uniform rate of 11.5 pounds per 1,000 square feet. The seeding rate is 3 pounds per 1000 square feet.

50% Kentucky bluegrass
 25% Creeping Red Fescue
 10 % Red Top
 5% White Dutch clover
 10 % Ryegrass, perennial

The CONTRACTOR shall install erosion control blankets on steep and other defined disturbed areas consistent with section 212.03.03 of KDOH (Primary slopes steeper than 4:1.) The blanket shall be per Section 827.07 of KDOH.

The CONTRACTOR shall ensure that (90%) of disturbed areas have stand of grass cover for erosion prevention.

All work in this section is incidental to demolition. No direct payment will be made.

M. Site Inspection

The property is the Fire tower on Old Frankfort Pike, see attached PDF files.

No employee of Lexington -Fayette Urban County Government will be available to assist any prospective bidder with viewing of any property on the list. Prospective bidders shall enter upon any property that they are viewing at their own risk and shall not attempt to enter into any structure.

DEMOLITION UNIT PRICE CONTRACT ITEMS

| Item No. | Qty | Unit | Description With Unit Bid Price Written In Words | Unit Price | Total Amount Bid |
|----------|--------------------------|------|---|------------|-------------------------------|
| 1. | | SF | Masonry Structure For \$ _____ Dollars _____ Cents (Per SF) | \$ _____ | \$ <u>25,150⁰⁰</u> |
| 2. | <i>None This Project</i> | SY | Concrete Driveway & Sidewalk/ Walkway Removal For \$ _____ Dollars _____ Cents (Per SY) | \$ _____ | \$ _____ |
| 3. | | EA | Septic Tank Disposal (If Necessary) For \$ _____ Dollars _____ Cents (Per EA) | \$ _____ | \$ _____ |
| 4. | | | Deduction for all reclaimed steel/metalwork | Lump Sum | \$ <u>500⁰⁰</u> |
| 5. | | | Total of Items 1 through 4 | Lump Sum | \$ <u>24,650⁰⁰</u> |

For questions concerning the above specifications, contact Mark A. Arnold, Department of General Services at 859-425-2231. For bidding questions, contact Theresa Maynard, Buyer, Division of Central Purchasing, at 859-258-3320 or at theresam@lexingtonky.gov.

LEGAL STATUS OF BIDDER

Bidder Supercor Demolition Inc

Date 8/1/12

*1. A corporation duly organized and doing business under the laws of the State of KY, for whom Norman Preston, bearing the official title of V.P., whose signature is affixed to this Proposal, is duly authorized to execute contracts.

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

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

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

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:
Superior Demolition Inc

- 2. Permanent Place of Business:
764 Westland Dr. Lexington, Ky 40504

- 3. When Organized: 1970

- 4. Where Incorporated: KY

- 5. Construction Plant and Equipment Available for this Project:
Backhoe, Hoe Ram, Excavator, Truck

(Attach Separate Sheet if Necessary)

- 6. 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>CONSTITUTION POOL</u> | <u></u> | <u>\$ 65,000⁰⁰</u> |
| <u>PARKING GARAGE</u> | <u>VINE ST.</u> | <u>\$ 130,000⁰⁰</u> |
| <u></u> | <u></u> | <u></u> |
| <u></u> | <u></u> | <u></u> |

7. The bidder has not under contract and bonded the following projects:

| <u>NAME</u> | <u>LOCATION</u> | <u>CONTRACT SUM</u> |
|-------------|-----------------|---------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

| <u>NAME</u> | <u>POSITION DESCRIPTION</u> | <u># OF YRS. W/BIDDER</u> |
|--------------------------|-----------------------------|---------------------------|
| <i>Norman Preston</i> | <i>Vip.</i> | <i>25</i> |
| <i>Roger Fitzpatrick</i> | <i>Pres</i> | <i>28</i> |
| _____ | _____ | _____ |

Respectfully submitted:

Superior Demolition Inc
(Name of Contracting Firm)

BY: *Wetherend*

TITLE: *Vip.*

DATE: *8/1/12*, 2012

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 OWNER. Failure to submit this list completely filled out may be cause for rejection of Bid.

BRANCH OF WORK

SUBCONTRACTOR

LIST EACH MAJOR ITEM

1. _____

Name:

Address:

Status: MBE ___ WBE ___ MAJORITY ___

2. _____

Name:

Address:

Status: MBE ___ WBE ___ MAJORITY ___

3. _____

Name:

Address:

Status: MBE ___ WBE ___ MAJORITY ___

4. _____

Name:

Address:

Status: MBE ___ WBE ___ MAJORITY ___

5. _____

Name:

Address:

Status: MBE ___ WBE ___ MAJORITY ___

6. _____

Name:

Address:

Status: MBE ___ WBE ___ MAJORITY ___

7. _____

Name:

Address:

Status: MBE ___ WBE ___ MAJORITY ___

No Subs

CONTRACT AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 2012, by and between (1) Lexington-Fayette Urban County Government, herein called "OWNER" and (2) _____ doing business as *(an individual) (a partnership) (a corporation) located in the City of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of _____ Dollars (\$ _____) quoted in the proposal by the CONTRACTOR, dated _____, 2012, hereby agrees to commence and complete the work described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Contract Agreement, - therefore as prepared by Lexington-Fayette Urban County Government for the _____ bid areas/locations _____ in Compliance with applicable wage rate decisions will be strictly enforced.

2. ISSUANCE OF WORK ORDERS

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The demolition in whole or in part will be determined after consultation with the CONTRACTOR and the OWNER. The Notice to Proceed will be issued after a pre-construction conference between OWNER and CONTRACTOR.

3. PAYMENTS

The OWNER shall make monthly payments to the Contractor for work completed and accepted by the Owner.

4. ACCEPTANCE AND FINAL PAYMENT

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the OWNER that all payrolls, material bills, and other indebtedness connected with the Work has been paid. After satisfactory evidence has been supplied Owner shall make final payment including retainage if applicable.

5. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with Part Two of the Contractor's bid.

IN WITNESSETH HEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)
Government

Lexington-Fayette Urban County

(Owner)

ATTEST:

BY: _____

(Witness)

_____ (Title)

(Seal)

_____ (Contractor)

(Secretary)

BY: _____

(Witness)

_____ (Title)

_____ (Address and Zip Code)

IMPORTANT: Strike out any inapplicable terms. Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person executing Contract.



Lexington-Fayette Urban County Government
Department of General Services
Division of Facilities & Fleet Management

Jan Newberry
Mayor

Kimra Cole
Commissioner

TO: Asst. Fire Chief David Mattingly
Division of Fire

FROM: Scott Kelsey
Scott Kelsey, Asbestos & Lead Supervisor
Division of Facilities & Fleet Management

DATE: August 27, 2010

RE: Asbestos inspections for property located at: **Fire Training Center Tower**
An asbestos inspection was conducted at the above facilities, samples of suspected material were collected from the facilities and no friable asbestos was found at this facility.

If you have any questions regarding this report, please feel free to contact me at (859) 423-2825.

SK/chill



Lexington-Fayette Urban County Government
Department of General Services
Division of Facilities & Fleet Management

Jim Newberry
Mayor

Kimra Cole
Commissioner

TO: Asst. Fire Chief David Mattingly
Division of Fire

FROM: Scott Kelsey
Scott Kelsey, Asbestos & Lead Supervisor
Division of Facilities & Fleet Management

DATE: August 27, 2010

RE: Lead Inspections for property located at: **Fire Training Center Tower**

A lead inspection was conducted at the above facilities, samples of suspected material were collected from the facilities and the percentage of lead was below the action level.

If you have any questions regarding this report, please feel free to contact me at (859) 425-2234.

MW/chill