

R-618-2014

Contract #275-2014



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR

CHAIN LINK DUGOUTS – VARIOUS PARKS 2014

Bid No. 153 -2014

Set # |

PREPARED BY:

**DIVISION OF PARKS AND RECREATION
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

TABLE OF CONTENTS

CONTRACT DOCUMENTS

CHAIN LINK DUGOUTS – VARIOUS LOCATIONS 2014

| | |
|------------|-------------------------------|
| PART I | ADVERTISEMENT FOR BIDS |
| PART II | INFORMATION FOR BIDDERS |
| PART III | FORM OF PROPOSAL |
| PART IV | GENERAL CONDITIONS |
| PART V | SPECIAL CONDITIONS |
| PART VI | CONTRACT AGREEMENT |
| PART VII | PERFORMANCE AND PAYMENT BONDS |
| PART VIII | ADDENDA |
| PART IX | TECHNICAL SPECIFICATIONS |
| APPENDIX A | STANDARD DRAWINGS |

PART 1

ADVERTISEMENT FOR BIDS

INDEX

| | | |
|-----|--|------|
| 1. | INVITATION | AB-2 |
| 2. | DESCRIPTION OF WORK | AB-2 |
| 3. | OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS | AB-2 |
| 4. | METHOD OF RECEIVING BIDS..... | AB-3 |
| 5. | METHOD OF AWARD | AB-3 |
| 6. | BID WITHDRAWAL..... | AB-3 |
| 7. | BID SECURITY | AB-3 |
| 8. | SUBMISSION OF BIDS | AB-3 |
| 9. | RIGHT TO REJECT..... | AB-4 |
| 10. | NOTIFICATION TO THE LFUCG FOR AFFIRMATIVE ACTION | AB-4 |
| 11. | NOTICE CONCERNING DBE GOAL..... | AB-4 |
| 12. | PRE-BID MEETING..... | AB-4 |

ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) until **2:00 p.m., local time, September 29, 2014**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by and for Lexington-Fayette Urban County Government, Division of Parks and Recreation. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the demolition and complete removal of the existing dugouts including concrete pads, footers and fencing and the construction of new chain link dugouts to replace those demolished. Work shall also include related fence and gate repairs/replacements as noted or negotiated using unit prices and new/replacement asphalt and concrete as noted at each site. Where dugouts exist with electric junction boxes mounted on them, the electric service is to be relocated by a licensed electrician into an in-ground junction-box in a location determined by the Owner. All work shall be per plans and specifications in accordance with the Contract Documents at various locations in Lexington-Fayette County, Kentucky.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents may be obtained from the LFUCG Division of Purchasing Economic Engine website: <https://lfucg.economicengine.com>

Specifications, Plans, and Bid Documents may be examined at the following places:

LFUCG
Division of Central Purchasing
200 East Main Street, Third Floor, Rm 338
Lexington, Kentucky 40507
(859) 258-3320

LFUCG
Division of Parks & Recreation
469 Parkway Drive
Lexington, Kentucky 40504

4. **METHOD OF RECEIVING BIDS**

Bids will be received from Prime Contracting firms on a **Lump Sum Basis** for total Project. The Bidder must include a price for all bid items to be considered. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Instruction to Bidders and Special Conditions.

Sealed bids shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and the Project Name. Bids are to remain sealed until official Bid closure time.

Mailed bids/proposals should be sent to the Director, Division of Central Purchasing, 200 East Main Street, Lexington, KY 40507.

5. **METHOD OF AWARD**

The Contract, if awarded, will be to the lowest, qualified responsible bidder for the total project whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

6. **BID WITHDRAWAL**

No bidder may withdraw his bid for a period of sixty (60) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond. Bids may be withdrawn in person prior to the closing date of receipt of bids.

7. **BID SECURITY**

If the bid is \$50,000 or greater, bid shall be accompanied by a certified /cashier's check or bid bond payable to the Lexington-Fayette Urban County Government in an amount not less than Five Percent (5%) of the base bid. Bid bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid Bonds are not required for bids under \$50,000. A certified check or cashier's check is also acceptable forms of bid security.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids to the Lexington-Fayette Urban County Government, Division of Purchasing, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. Bids shall be submitted in a sealed envelope not later than **2:00 p.m. local time, September 29, 2014**. Sealed proposals shall be clearly marked on the outside of the container as follows: **Company Name and Address, Bid Invitation Number, and Project Name to be opened at 2:00 p.m. local time September 29, 2014**. Bids are to remain sealed until official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

9. RIGHT TO REJECT

The Lexington-Fayette Urban County Government reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interest of the Lexington-Fayette Urban County Government may be served.

10. NOTIFICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR AFFIRMATIVE ACTION PLAN AND CURRENT WORKFORCE

The successful bidder must submit with their bid the following items to the Lexington-Fayette Urban County Government:

1. Affirmative Action Plan for his/her firm.
2. Current Workforce Analysis Form.

Failure to submit these items as required herein may result in disqualification of the Bidder from the award of the contract.

All submissions should be directed to:

Lexington-Fayette Urban County Government
Division of Purchasing
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507

11. NOTICE CONCERNING MWDBE GOAL

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization

of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507

12. PRE-BID MEETING

A non-mandatory pre-bid meeting will be held at **10:00AM local time on September 22, 2014** at the Division of Parks and Recreation Administration building Outing Room, 469 Parkway Drive, Lexington, KY 40504.

END OF SECTION

PART II
INFORMATION FOR BIDDERS

INDEX

| | | |
|-----|--|-------|
| 1. | RECEIPT AND OPENING OF BIDS | IB-2 |
| 2. | PREPARATION OF BID..... | IB-2 |
| 3. | SUBCONTRACTS..... | IB-2 |
| 4. | QUALIFICATION OF BIDDER | IB-3 |
| 5. | BID SECURITY | IB-4 |
| 6. | LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT..... | IB-4 |
| 7. | TIME OF COMPLETION AND LIQUIDATED DAMAGES..... | IB-4 |
| 8. | EXAMINATION OF CONTRACT DOCUMENTS AND SITE..... | IB-5 |
| 9. | ADDENDA AND INTERPRETATIONS..... | IB-5 |
| 10. | SECURITY FOR FAITHFUL PERFORMANCE | IB-6 |
| 11. | POWER OF ATTORNEY | IB-6 |
| 12. | TAXES AND WORKMEN'S COMPENSATION | IB-6 |
| 13. | LAWS AND REGULATIONS | IB-6 |
| 14. | EROSION AND SEDIMENT CONTROL AND PERMITS | IB-6 |
| 15. | PREVAILING WAGE LAW AND MINIMUM HOURLY RATES..... | IB-7 |
| 16. | AFFIRMATIVE ACTION PLAN..... | IB-7 |
| 17. | CONTRACT TIME..... | IB-7 |
| 18. | SUBSTITUTION OR "OR-EQUAL" ITEMS..... | IB-7 |
| 19. | ALTERNATE BIDS..... | IB-8 |
| 20. | SIGNING OF AGREEMENT..... | IB-8 |
| 21. | ASSISTANCE TO BE OFFERED TO DBE CONTRACTORS..... | IB-8 |
| 22. | LFUCG NON-APPROPRIATION CLAUSE..... | IB-10 |

PART II
INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids at the Division of Purchasing, at the time and in the manner set forth in the Advertisement for Bids, and the Bids will then be publicly opened and read aloud. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

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.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed Form of Proposal. All blank spaces for the bid prices must be filled in, either in ink or typewritten, for both unit prices and extensions. Totals for each bid item must be added to show the total amount of the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, their address, the name of the project, the invitation number and time and date for which the bid is submitted. Bids must be addressed to the Director of Purchasing, Lexington-Fayette Urban County Government, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the OWNER. All proposed subcontractors must be identified on the Form of Proposal. Prior to the award of Contract, the OWNER or the OWNER'S representative will advise the CONTRACTOR of the acceptance and approval thereof or of any action necessary to be taken. Should any Subcontractor be rejected by the OWNER, the CONTRACTOR shall present a new name and/or firm to the OWNER at no change in the Contract Price.

4. QUALIFICATION OF BIDDER

The OWNER may make such investigations as the OWNER deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional bids will not be accepted.

In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, as requested. OWNER may consider maintenance requirements, performance data, and disruption or damage to private property. It is OWNER'S intent to accept alternatives, if requested by the bid forms, in the order in which they are listed in the Bid Form but OWNER may accept or decline them in any order or combination. The contract, if awarded, will be awarded to the lowest, qualified, responsible BIDDER based upon OWNER'S evaluation which indicates that the award will be in the best interest of OWNER and the general public.

In the event there is any question as to the bidder's qualifications and ability to complete the work, a final determination will be made in accordance with a fair evaluation by the Urban County Government of the above listed elements.

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered and in good standing with the requirements and provisions of the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Good standing with Public Works Act - any CONTRACTOR and/or subcontractors in violation of any wage or work act provisions (KRS 337.510 to KRS 337.550) are prohibited by Statutory Act (KRS 337.990) from bidding on or working on any and all public works contracts, either in their name or in the name of any other company, firm or other entity in which he might be interested. No bid from a prime contractor in violation of the Act can be considered, nor will any subcontractor in violation of the Act be approved and/or accepted. The responsibility for the qualifications of the subcontractor is solely that of the prime contractor.
- D. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.

- E. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) a current detailed financial statement for a period including up to 3 prior years; (2) financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

5. BID SECURITY

- A. Each bid must be accompanied by a bid bond prepared on a Form of Bid Bond and attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such bid bond will be returned to the unsuccessful bidder(s) only upon written request to the Director of Central Purchasing within seven (7) days of opening of bids. Bid bond shall be made payable to the Lexington-Fayette Urban County Government. Bid security is not required for projects under \$50,000.
- B. Bonds shall be placed with an agent licensed in Kentucky with surety authorized to do business within the state. When the premium is paid for such coverage, the full commission payable shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay \$0.00 per day as liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph 8; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Director of Central Purchasing, who in turn will have an Addendum issued for the Lexington-Fayette Urban County Government, and to be given consideration must be received prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Acknowledgement of the receipt of addenda must be included with all submitted bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

10. SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.
- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverage's, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later). Each document will be for 100% of the Contract Bid Amount.**

11. POWER OF ATTORNEY

Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. TAXES AND WORKMEN'S COMPENSATION

The CONTRACTOR and subcontractor will be required to accept liability for payment of all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or federal law, such as old age pension, social security, or annuities measured by wages. Each shall carry Workmen's Compensation Insurance to the full amounts as required by Statutes and shall include the cost of all foregoing items in the proposal. The CONTRACTOR will not otherwise be reimbursed or compensated for such tax payments. The CONTRACTOR is urged to ascertain at his own risk his actual tax liability in connection with the execution or performance of his Contract.

13. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the contract, the same as though herein written out in full.

14. EROSION AND SEDIMENT CONTROL AND PERMITS

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental

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

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

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

16. AFFIRMATIVE ACTION PLAN

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

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

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

All submissions should be directed to:

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

17. CONTRACT TIME

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

18. SUBSTITUTE OR "OR-EQUAL" ITEMS

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

application for such acceptance will not be considered by the ENGINEER and OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the ENGINEER and OWNER is set forth in the General Conditions.

19. ALTERNATE BIDS

Bidders shall submit alternate bids/proposals only if and when such alternate bids/proposals have been specifically requested in an Invitation for Bids. If alternate bids/proposals are requested in an Invitation for Bids, the form of submission of such alternate bid and the conditions under which such alternate bids will be considered for award of a contract will be established in the Invitation.

Any Bidder who submits a bid incorporating an alternate proposal when alternate bids/proposals have not been requested in the Invitation for Bids shall have his/her bid rejected as non-responsive.

Any Bidder who submits a bid incorporating two (2) or more prices for an item or groups of items (unless such method of pricing is requested in the Invitation for Bids), or which imposes conditions for acceptance other than those established in the Invitation for Bids, shall have their bid rejected as non-responsive.

20. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds, Certificate of Insurance, and Power of Attorney. The OWNER will deliver one fully signed counterpart to CONTRACTOR at such time as it has been signed by the Mayor.

21. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) CONTRACTORS

A. Outreach for MWDBE(s)

The Lexington-Fayette Urban County Government (LFUCG) maintains a database of MWDBE contractors and organizations. When a LFUCG construction project is advertised for bidding, notices are sent to companies registered at <https://lfucg.economicengine.com>. The notices describe the project and indicate the deadline for submitting bids.

If you wish to be added to the LFUCG MWDBE contractor database, please contact:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government

200 East Main Street, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

B. Bid Bond Assistance for MWDBE(s)

For those MWDBE contractors who wish to bid on LFUCG project, bid bond assistance is available. This bid bond assistance is in the form of a "Letter of Certification" which is accepted by the LFUCG's Division of Purchasing, in lieu of a bid bond. The "Letter of Certification" must be included in the bid package when it is submitted to the Division of Purchasing. The "Letter of Certification" will reference the specific project for which the bid is being submitted, and the time and date on which the bid is due. Bid bond assistance must be requested from the Lexington-Fayette Urban County Government's Division of Central Purchasing.

C. Eligibility for Bid Bond Assistance for MWDBE(s)

In order to be eligible for any Bid bonding assistance, a MWDBE construction company must be owned or controlled at the level of 51% or more by a member or members of a minority group or females. Prior to receiving assistance, a statement providing evidence of ownership and control of the company by a member or members of a minority group or females must be signed by the Owner or corporate officer and by an attorney or accountant submitted to:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

D. MWDBE Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve 10% minimum MWDBE goal.

For a list of eligible subcontractors, please contact:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

22. LFUCG NON-APPROPRIATION CLAUSE

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

PART III
FORM OF PROPOSAL
INDEX

| | | |
|-----|--|------|
| 1. | FORM OF PROPOSAL | P-2 |
| 2. | LEGAL STATUS OF BIDDER..... | P-4 |
| 3 | BIDDERS AFFIDAVIT | P-5 |
| 4. | BID SCHEDULE – SCHEDULE OF VALUES | P-6 |
| 5. | STATEMENT OF BIDDER'S QUALIFICATIONS | P-10 |
| 6. | LIST OF PROPOSED SUBCONTRACTORS | P-13 |
| 7. | LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWD BE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS | P-14 |
| 8. | AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST..... | P-26 |
| 9. | STATEMENT OF EXPERIENCE..... | P-27 |
| 10. | EQUAL OPPORTUNITY AGREEMENT..... | P-29 |
| 11. | EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY | P-32 |
| 12. | WORKFORCE ANALYSIS | P-33 |
| 13. | EVIDENCE OF INSURABILITY..... | P-34 |
| 14. | DEBARRED FIRMS..... | P-35 |
| 15. | DEBARRED CERTIFICATION | P-36 |

PART III

Invitation to Bid No. 153-2014

Chain Link Dugouts – Various Locations 2014

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 9/25/14

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

This Proposal Submitted by Rio Grande Fence Company
137 S Forbes Rd Lexington, Ky 40511
(Name and Address of Bidding Contractor)

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

To: Lexington-Fayette Urban County Government
(Hereinafter called "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 **Chain Link Dugouts – Various Locations 2014** 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 \$ 100 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date ^{9/17/14} 9/24/14

Addendum No. 2 Date ^{9/23/14} 9/24/14

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.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: 153-2014

Date: September 17, 2014

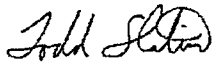
Subject: Chain Link Dugouts – Various Locations 2014

Please address inquiries to:
Kristie Thomas, Buyer
(859) 258-3329

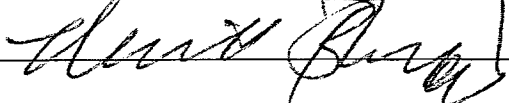
TO ALL PROSPECTIVE BIDDERS:

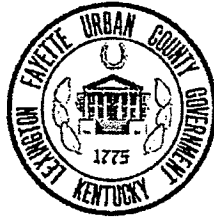
Please be advised of the following clarifications to the above referenced bid:

Include the attached documents in Part IX Technical Specifications.


Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Bio Grand Fence
ADDRESS: 137 South Focker Rd Lexington KY 40511
SIGNATURE OF BIDDER: 



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: 153-2014

Date: September 23, 2014

Subject: Chain Link Dugouts – Various Locations 2014

Please address inquiries to:
Kristie Thomas, Buyer
(859) 258-3329

TO ALL PROSPECTIVE BIDDERS:

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

- 1) Pre-bid meeting sign-in sheet attached.
- 2) Replace Part III Form of Proposal, 4. Bid Schedule, Page P-6 through P-7 with the attached.
- 3) Replace Base Bid #2 Site Plan – Southland Park T-ball Field with the attached.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Bio Grade Fence

ADDRESS: 137 S Foebes Rd

SIGNATURE OF BIDDER: [Signature]

2. LEGAL STATUS OF BIDDER

Bidder Rio Grande Fence Co., Inc

Date 9-24-2014

* 1. A corporation duly organized and doing business under the laws of the State of Ky, for whom Mitch Blumentfeld, 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)~~

~~_____~~

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

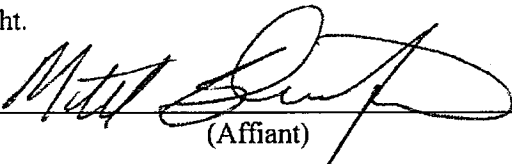
~~_____~~

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

3. **BIDDERS AFFIDAVIT**

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

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



 (Affiant)

STATE OF Kentucky
 COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by
MITCH BLUMENFELD on this the 25th day of September, 2014.

My Commission expires: 5/7/17



 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.

Bidder shall be selected based on the greatest number of locations that can be afforded within the project budget. If more than one bidder offers the same number of locations for under the project budget, selection will be based on the lowest total cumulative bid up to but not to exceed \$150,000.

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

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

| Item No. | Description w/Unit Bid Price Written in Words | Unit | Total Bid Amount |
|----------|--|------|------------------|
| 1. | <p>Base Bid #1 - Southland Park Baseball Field Provide all labor, tools, equipment and materials to demolish and remove completely the existing dugouts and to construct a new pair of 30 ft x 10 ft galvanized chain link dugouts with new concrete pad, new team benches, new 5 ft wide gates, and associated new concrete sidewalk in accordance with the Contract Documents</p> <p><i>Thirty five thousand eight hundred</i> Dollars and <i>fifty</i> Cents (Lump Sum)</p> | LS | <u>\$35,850</u> |

| Item No. | Description w/Unit Bid Price Written in Words | Unit | Total Bid Amount |
|----------|---|------|------------------|
| 2. | <p>Base Bid #2 Southland Park T-ball Field Provide all labor, tools, equipment and materials to demolish and remove completely the existing dugouts and to construct a new pair of 20 ft x 10 ft galvanized chain link dugouts with new concrete pad, new team benches, new 5 ft wide gates, and associated new concrete sidewalk in accordance with the Contract Documents</p> <p><i>Thirty two thousand two hundred fifty Dollars</i> <u> 200 </u> Cents (Lump Sum)</p> | LS | \$ <u>32,250</u> |
| 3. | <p>Base Bid #3 Constitution Park Baseball Field Provide all labor, tools, equipment and materials to demolish and remove completely the existing dugouts and to construct a new pair of 30 ft x 10 ft galvanized chain link dugouts with new concrete pad, new team benches, new 5 ft wide gates, and associated new concrete sidewalk in accordance with the Contract Documents</p> <p><i>Thirty six thousand eight hundred fifty Dollars</i> <u> 200 </u> Cents (Lump Sum)</p> | LS | \$ <u>36,850</u> |
| 4. | <p>Base Bid #4 Douglass Park Softball Field Provide all labor, tools, equipment and materials to demolish and remove completely the existing dugouts and to construct a new pair of 20 ft x 10 ft galvanized chain link dugouts, new 5 ft wide gates, new team benches, and associated new concrete sidewalk in accordance with the Contract Documents</p> <p><i>Thirty three thousand five hundred Dollars</i> <u> 200 </u> Cents (Lump Sum)</p> | LS | \$ <u>33,500</u> |
| 5. | <p>Base Bid #5 Mary Todd Park Softball Field Provide all labor, tools, equipment and materials to demolish and completely remove the existing dugouts and to construct a new pair of 30 ft x 10 ft galvanized chain link dugouts, new team benches, new 5 ft wide gates, and associated new concrete sidewalk in accordance with the Contract Documents</p> <p><i>Thirty six thousand eight hundred fifty Dollars</i> <u> 200 </u> Cents (Lump Sum)</p> | LS | \$ <u>36,850</u> |
| 6. | <p>Base Bid #6 Douglass Park Baseball Field Provide all labor, tools, equipment and materials to demolish and completely remove the existing dugouts, backstop, and entire fencing surrounding this ball field only</p> <p><i>Seven thousand three hundred fifty Dollars</i> <u> 200 </u> Cents (Lump Sum)</p> | LS | \$ <u>7,350</u> |

LIST OF UNIT PRICES

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

| DESCRIPTION OF WORK | UNIT PRICE | |
|--|--------------|----|
| 1. Asphalt paving patch, Class 1 base | <u>275</u> | TN |
| 2. Asphalt paving patch, Class 1 surface | <u>275</u> | TN |
| 3. 4.5" 4000psi Concrete pavement over 3" #57 stone | <u>55</u> | SY |
| 4. 4" 4000psi Concrete pavement over 6" DGA | <u>54.20</u> | SY |
| 5. Standard concrete header curb (LFUCG drawing # 302) | <u>35</u> | LF |
| 6. Excavation/Grading (using onsite material) | <u>55</u> | CY |
| 7. Top Soil delivered and placed on site | <u>50</u> | CY |
| 8. Seed & cover | <u>40</u> | SY |
| 9. #57 crushed stone, brought to site and placed | <u>55</u> | TN |
| 10. Dense grade aggregate, brought to site and placed | <u>55</u> | TN |
| 11. Rock removal (Highly weathered, broken limestone that can be effectively excavated with normal earth trenching equipment will NOT be classified as rock removal) | <u>225</u> | CY |
| 12. Replace existing galvanized fence (fabric only) – 10 ft height | <u>26.50</u> | LF |
| 13. Replace existing galvanized fence (fabric only) – 8 ft height | <u>25.50</u> | LF |
| 14. Replace existing galvanized fence (fabric only) – 6 ft height | <u>24.50</u> | LF |
| 15. Replace existing galvanized fence (fabric only) – 5 ft height | <u>23.50</u> | LF |
| 16. Replace existing galvanized fence (fabric only) – 4 ft height | <u>21.50</u> | LF |
| 17. Add 1 5/8" o.d. schedule 40 galv. steel pipe rails and fittings | <u>61.50</u> | LF |

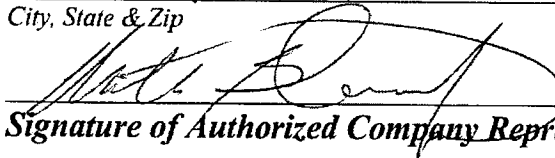
Submitted by:

Rio Grande Fence Co., Inc
Firm

137 S Forbes Rd
Address

Lexington, Ky 40511
City, State & Zip

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


Signature of Authorized Company Representative - Title

MITCH BLUMENFELD
Representative's Name (Typed or Printed)

859-263-7944 859-263-5454
Area Code - Phone - Extension Fax #

mitch@riograndefence.com
E-Mail Address

OFFICIAL ADDRESS:

Rio Grande Fence Co., Inc

137 S Forbes Rd

Lexington, Ky 40511

_____ (Seal if Bid is by Corporation)

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

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: Rio Grande Fence Co., Inc.
2. Permanent Place of Business: 137 S. Fisher Rd Lexington, Ky 40511
3. When Organized: 9/1960
4. Where Incorporated: Ky
5. Construction Plant and Equipment Available for this Project:

Pandy Digger
Huggers

(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:

RLI Insurance Company (Surety)

Signed: Cheryl Thornburg (Representative of Surety)

8. Contractors who wish to submit bids for this project must have successfully completed at least 10 commercial fencing projects each year for the last three (3) years.



RLI Insurance Company
 9025 N. Lindbergh Dr. Peoria, IL 61615
 P.O. Box 3967 Peoria, IL 61612-3967
 Phone: 309-692-1000 Fax: 309-683-1610

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Rio Grande Fence Co. Inc.
 of 137 South Forbes Road, Lexington, KY 40511
 as Principal, and RLI Insurance Company, of Peoria
Illinois, as Surety, an Illinois corporation duly licensed to
 do business in the State of Kentucky, are held and firmly bound unto
Lexington Fayette Urban County Government, as Obligee, in the penal sum of
Five Percent of the amount of the accompanying bid or proposal (5%),
 for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
 assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
 proposal or a bid to the Obligee on a contract for 153-2014 Chain Link Dugouts-Variou Parks

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
 therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
 the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
 pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
 obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
 shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
 be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
 (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 26 day of September, 2014.

Rio Grande Fence Co. Inc.
 Principal
 By: [Signature]
 Mitch Blumenfeld, President

RLI Insurance Company
 By: [Signature]
 Ray Robertson, Attorney in Fact

ADDRESS ALL CORRESPONDENCE TO:
RLI Insurance Company
 9025 N. Lindbergh Dr. Peoria, IL 61615
 P.O. Box 3967 Peoria, IL 61612
 309-692-1000



P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

J. Miller Hoffnan, Ray Robertson, Kyle Beckham, Cheryl Thornsburg, Ethel Welsh, jointly or severally

in the City of Mount Sterling, State of Kentucky, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 5th day of May, 2014.



State of Illinois }
County of Peoria } SS

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die Vice President

CERTIFICATE

On this 5th day of May, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die Vice President



The following is a list of similar or other commercial projects performed by the General Contractor in the last calendar year (additional projects shall be provided if requested during bid evaluation):

| PROJECT NAME | LOCATION | CONTRACT SUM | DATE COMPLETED |
|--------------------------------------|-----------------------|---------------------------------|------------------|
| 1. Catalent Expansion | Winchester | 31,399 ⁶⁵ | 10/14 |
| 2. Pineville Substation LGE/KU | Pineville, Ky | 11,461 ²⁵ | 2/14 |
| 3. George Rogers Clark Phase 2 | Winchester | 29,400 | 4/14 |
| 4. Lemons Mill Elementary | Georgetown | 164,452⁷⁵ | 11/14 |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

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

| <u>NAME</u> | <u>LOCATION</u> | <u>CONTRACT SUM</u> |
|------------------------|-----------------|-----------------------|
| Lemons Mill Elementary | Georgetown | 164,452 ⁷⁵ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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> |
|------------------|-----------------------------|---------------------------------|
| Mitch Blumenthal | president | 30 |
| Tim Akers | Foreman | 8 |
| | | |
| | | |
| | | |

11. DBE Participation on current bonded projects under contract: *NA*

| <u>SUBCONTRACTORS (LIST)</u> | <u>PROJECT (SPECIFIC TYPE)</u> | <u>DBE</u> | <u>% of WORK</u> |
|------------------------------|--------------------------------|------------|------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(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>Concrete</u> | Name: <u>ZKB</u> | <u>N</u> | _____ |
| | Address: <u>115 McMellen Ct Lexington Ky</u> | | |
| 2. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |
| 3. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |
| 4. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |
| 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) and Disadvantaged (DBE) Business 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) **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) 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

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 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

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 | Marilyn Clark | mclark@lexingtonky.gov | 859-258-3323 |
| Commerce Lexington – Minority Business Development | Tyrone Tyra | 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 | dharbut@uky.edu | |
| | Shiree Mack | 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@gcul.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@nwbo.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 |



Not Applicable

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #153-2014

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. | | | |
| 2. | | | |
| 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.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #153-2014

Not Applicable

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.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #153-2014

Not Applicable
MR

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 |

| 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 |
|-----------------------|----------------|---|----------------|--------------------------|---|--|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

(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



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 #153-2014

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #153-2014

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.

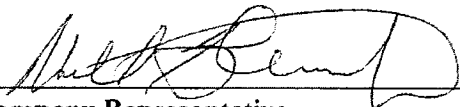
- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses 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.

Rio Grande Fence Co, Inc
Company
9/25/14
Date


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: Mitch Blumenfeld

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: - Fence contractor for 30 years
with a certified Fencing Professional certification

NAME OF INDIVIDUAL: ~~Blond~~ Rhonda Baker

POSITION/TITLE: OFFICE Manager

STATEMENT OF EXPERIENCE: Acting contracting for 20 years

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

The Law

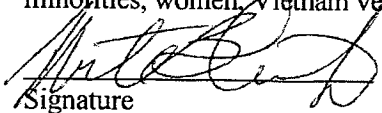
- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment 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

Rio Grande Fence
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 Rio Grande Fence Co, Inc

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

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: Rio Grande Fence Co., IN Date: 9 1 25 14

| Categories | Total | White | | Black | | Other | | Total | |
|-----------------------------|-------|-------|---|-------|---|-------|---|-------|---|
| | | M | F | M | F | M | F | M | F |
| Administrators | 2 | 2 | | | | | | 4 | |
| Professionals | | | | | | | | | |
| Superintendents | 1 | 1 | | | | | | 1 | |
| Supervisors | 4 | 4 | | | | | | 4 | |
| Foremen | 5 | 4 | | 2 | | | | 5 | |
| Technicians <i>50000000</i> | | | | | | | | | |
| Protective Service | | | | | | | | | |
| Para-Professionals | | | | | | | | | |
| Office/Clerical | 5 | 1 | 4 | | | | | 1 | 4 |
| Skilled Craft | | | | | | | | | |
| Service/Maintenance | | | | | | | | | |
| Total: | 17 | 11 | 4 | 2 | | | | | |

Prepared By: *Randy Anderson*

13. EVIDENCE OF INSURABILITY

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

Names Insured

Rio Grande Fence Co, Inc.

Employee ID

Address: 137 S. Forbes Rd. Lexington, Ky 40511

Phone: 859-263-7944

Project to be insured

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

| Section Items | Coverage | Minimum Limits and Policy Requirements | Limits Provided To Insured | Name of Insurer | A.M. Bests Code | Rating |
|--|----------|--|----------------------------------|-----------------|-----------------|---------------|
| SC-3, Section 2, Part 4 1 - see provisions | CGI | \$1,000,000 per occ. And \$2,000,000 aggregate | \$1,000,000 OCC 2,000,000 Agg | WARRIORS MUTUAL | 000652 | A (Excellent) |
| SC-3, Section 2, Part 4 1 - see provisions | AUTO | \$2,000,000 per occ. | \$1,000,000 OCC. | WARRIORS MUTUAL | " | " |
| SC-3, Section 2, Part 4 1 - see provisions | WC | Statutory w/ endorsement as noted | \$4,000,000 | AGC of Ky SIF | | A- |

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

Agency or Brokerage CARROLL + Stone Insurance

Name of Authorized Representative RONALD E. CARROLL

Street Address 4384 Clearwater Way, Ste 200

Title Agent

City Lexington State KY Zip 40515

Authorized Signature Ronald E. Carroll

Telephone Number 859.269.1044

Date 9/26/14

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.



CERTIFICATE OF LIABILITY INSURANCE

RIOGR-2

OP ID: MF

DATE (MM/DD/YYYY)

09/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER Carroll & Stone Insurance Services 4384 Clearwater Way, Suite 200 Lexington, KY 40515 Ronald E. Carroll | | CONTACT NAME: Ron Carroll PHONE (A/C, No., Ext.): 859-269-1044 E-MAIL ADDRESS: ron@carrollandstone.com FAX (A/C, No.): 859-276-0266 | |
| INSURED Rio Grande Fence Company, Inc. et al 137 S. Forbes Rd Lexington, KY 40511 | | INSURER(S) AFFORDING COVERAGE INSURER A: Motorists Insurance Companies INSURER B: Kentucky A.G.C. INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 14621 | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD'L SUBR INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------------|-----|------------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X | | 3323369770 | 12/31/2013 | 12/31/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> HIRED CAR <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYS DAMAG | | | 3323369770 | 12/31/2013 | 12/31/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | X | | 3323369770 | 12/31/2013 | 12/31/2014 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 792 KENTUCKY WORKERS COMP | 01/01/2014 | 12/31/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E L EACH ACCIDENT \$ 4,000,000 E L DISEASE - EA EMPLOYEE \$ 4,000,000 E L DISEASE - POLICY LIMIT \$ 4,000,000 |
| A | Install. Floater | | | 33.233697-70 | 12/31/2013 | 12/31/2014 | 10,000 Limit Limit |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Chainlink dugouts at various locations.

CERTIFICATE HOLDER**CANCELLATION**

LFUCGBU

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

14. DEBARRED FIRMS

PROJECT NAME: Chain Link Dugouts – Various Locations 2014

BID NUMBER: 153-2014

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 Rio Grande Fence 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.

Rio Grande Fence
Name of Firm Submitting Bid


Signature of Authorized Official

President
Title

9/25/14
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: Rio Grande Fence Co., Inc

Project: LFUGG - Various Digouts

Printed Name and Title of Authorized Representative: Mitch Blumenthal

Signature: 

Date: 9/25/14

END OF SECTION

PART IV
GENERAL CONDITIONS
TABLE OF CONTENTS

| Article Number | Title | Page |
|-------------------|--|-------|
| 1. | DEFINITIONS | GC-6 |
| 2. | PRELIMINARY MATTERS..... | GC-10 |
| 3. | CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE | GC-11 |
| 4. | AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS..... | GC-13 |
| 5. | CONTRACTOR'S RESPONSIBILITIES | GC-15 |
| 6. | OTHER WORK | GC-26 |
| 7. | OWNER'S RESPONSIBILITIES..... | GC-27 |
| 8. | ENGINEER'S STATUS DURING CONSTRUCTION | GC-28 |
| 9. | CHANGES IN THE WORK | GC-30 |
| 10. | CHANGE OF CONTRACT PRICE..... | GC-31 |
| 11. | CHANGE OF CONTRACT TIME | GC-38 |
| 12. | WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK..... | GC-38 |
| 13. | PAYMENTS TO CONTRACTOR AND COMPLETION | GC-42 |
| 14. | SUSPENSION OF WORK AND TERMINATION..... | GC-45 |
| 15. | MISCELLANEOUS | GC-48 |

DETAILED TABLE OF CONTENTS OF GENERAL CONDITIONS

1. Definitions
2. Preliminary Matters
 - 2.1 Delivery of Bonds
 - 2.2 Copies of Documents
 - 2.3 Commencement of Contract Time; Notice to Proceed
 - 2.4 Starting the Project
 - 2.5 Before Starting Construction
 - 2.6 Submittal of Schedules
 - 2.7 Preconstruction Conference
 - 2.8 Finalizing Schedules
3. Contract Documents, Intent, Conflicts, Amending, and Reuse
 - 3.1 General
 - 3.2 Intent
 - 3.3 Conflicts
 - 3.4 Amending and Supplementing Contract Documents
 - 3.5 Reuse of Documents
4. Availability of Lands, Physical Conditions, Reference Points
 - 4.1 Availability of Lands
 - 4.2 Physical Conditions
 - 4.3 Physical Conditions - Underground Facilities
 - 4.4 Reference Points
5. CONTRACTOR'S Responsibilities
 - 5.1 Supervision
 - 5.2 Superintendence
 - 5.3 Labor
 - 5.4 Start-Up and Completion of Work
 - 5.5 Materials and Equipment
 - 5.6 Adjusting Progress Schedule
 - 5.7 Substitutes or "Or-Equal" Items
 - 5.8 Subcontractors, Suppliers and Others
 - 5.9 Patent Fees and Royalties
 - 5.10 Permits
 - 5.11 Laws and Regulations
 - 5.12 Taxes
 - 5.13 Use of Premises

- 5.14 Record Drawings
- 5.15 Shop Drawings and Samples
- 5.16 Continuing the Work
- 5.17 Erosion and Sediment Control

- 6. Other Work
 - 6.1 Related Work at Site
 - 6.2 Other Contractors or Utility Owners
 - 6.3 Delays Caused By Others
 - 6.4 Coordination

- 7. OWNER'S Responsibilities
 - 7.1 Communications
 - 7.2 Data and Payments
 - 7.3 Lands, Easements, and Surveys
 - 7.4 Change Orders
 - 7.5 Inspections, Tests, and Approvals
 - 7.6 Stop or Suspend Work

- 8. ENGINEER'S Status During Construction
 - 8.1 OWNER'S Representative
 - 8.2 Visits to Site
 - 8.3 Project Representation
 - 8.4 Clarification and Interpretations
 - 8.5 Authorized Variations in Work
 - 8.6 Rejecting Defective Work
 - 8.7 Shop Drawings
 - 8.8 Change Orders
 - 8.9 Payments
 - 8.10 Determinations for Unit Prices
 - 8.11 Decisions on Disputes
 - 8.12 Limitations on ENGINEER'S Responsibilities

- 9. Changes in the Work
 - 9.1 OWNER May Order Changes
 - 9.2 Claims
 - 9.3 Work Not in Contract Documents
 - 9.4 Change Orders
 - 9.5 Notice of Change

10. Change of Contract Price
 - 10.1 Total Compensation
 - 10.2 Claim for Increase or Decrease in Price
 - 10.3 Value of Work
 - 10.4 Cost of the Work
 - 10.5 Not to Be Included in Cost of the Work
 - 10.6 CONTRACTOR'S Fee
 - 10.7 Itemized Cost Breakdown
 - 10.8 Cash Allowance
 - 10.9 Unit Price Work

11. Change of Contract Time
 - 11.1 Change Order
 - 11.2 Justification for Time Extension
 - 11.3 Time Limits

12. Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work
 - 12.1 Warranty and Guarantee
 - 12.2 Access to Work
 - 12.3 Tests and Inspections
 - 12.4 OWNER May Stop Work
 - 12.5 Correction or Removal of Defective Work
 - 12.6 One Year Correction Period
 - 12.7 Acceptance of Defective work
 - 12.8 Owner May Correct Defective Work

13. Payments to CONTRACTOR and Completion
 - 13.1 Schedule of Values
 - 13.2 Application for Progress Payments
 - 13.3 CONTRACTOR'S Warranty of Title
 - 13.4 Review of Application for Progress Payments
 - 13.5 Partial Utilization
 - 13.6 Final Inspection
 - 13.7 Final Application for Payment
 - 13.8 Final Payment and Acceptance
 - 13.9 CONTRACTOR'S Continuing Obligation
 - 13.10 Waiver of Claims

14. Suspension of Work and Termination

- 14.1 OWNER May Suspend Work
- 14.2 OWNER May Terminate
- 14.3 CONTRACTOR'S Services Terminated
- 14.4 Payment After Termination
- 14.5 CONTRACTOR May Stop or Terminate

15. Miscellaneous

- 15.1 Claims for Injury or Damage
- 15.2 Non-Discrimination in Employment
- 15.3 Temporary Street Closing or Blockage
- 15.4 Percentage of Work Performed by Prime CONTRACTOR
- 15.5 Clean-up
- 15.6 General
- 15.7 Debris Disposal

END OF SECTION

PART IV

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Addenda

Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

1.2 Agreement

The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment

The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bidder

An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

1.6 Bonds

Bid, performance and payment bonds and other instruments of security.

1.7 Calendar Day

A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

1.8 Change Order

A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.9 Contract Documents

The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

1.10 Contract Unit Price

The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

1.11 Contract Time

The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

1.12 CONTRACTOR

The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13 Defective

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.13 Drawings

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.15 Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective.

1.16 ENGINEER

The Lexington-Fayette Urban County Government Division of Water Quality or its authorized representative.

1.17 Field Order

A documented order issued by ENGINEER which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

1.18 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

1.19 Laws and Regulations

Laws, rules, regulations, ordinances, codes and/or orders.

1.20 Notice of Award

The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.21 Notice to Proceed

A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.22 OWNER

The Lexington-Fayette Urban County Government.

1.23 Partial Utilization

Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

1.24 Project

The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.25 Inspector

The authorized representative of the ENGINEER who is assigned to the site or any part thereof.

1.26 Shop Drawings

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.27 Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications

The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices.

1.29 Subcontractor

An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.30 Special Conditions

The part of the Contract Documents which amends or supplements these General Conditions.

1.31 Supplier

A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.32 Underground Facilities

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.33 Unit Price Work

Not applicable

1.34 Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

2.2 Copies of Documents

Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day specified in the Notice to Proceed.

2.4 Starting the Project

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Submittal of Schedules

Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to ENGINEER for review:

2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the