



**AFFIDAVIT**

Comes the Affiant, Keith Simpson, Vice President, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Keith Simpson and he/she is the individual submitting the bid or is the authorized representative of

Davis H. Elliot Construction Company, 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 "Ethics Act."

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

Further, Affiant sayeth naught.



STATE OF     KY    

COUNTY OF     Fayette    

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

by Keith Simpson on this the 20 day of March, 2012.

My Commission expires: 6/20/2013

  
NOTARY PUBLIC, STATE AT LARGE

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### Key Benefits

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

### **B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

### **C. GREEN COMMUNITY**

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

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

Yes   x              No

## II. Bid Conditions

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

**"Bid on #23-2012 Inductive Loop Vehicle Detection & Installation"**

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources*

*within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (**Space Checked Applies**)
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.



EQUAL OPPORTUNITY AGREEMENT

The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

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

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

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

Bidders

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

Signature Keith Simpson, Vice President Davis H. Elliot Construction Company, Inc. Name of Business

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**A. 1.0 DEFINITIONS.**

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

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

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

**2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**3.0 FINANCIAL RESPONSIBILITY**

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

**4.0 INSURANCE REQUIREMENTS**

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

4.1 Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall include an Explosion-Collapse Underground endorsement unless it is deemed not to apply by OWNER.
- e. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- f. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

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

NONE

#### 4.3. Renewals

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

#### 4.4. Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE.**

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

#### 4.5. Verification of Coverage

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

#### 4.6. Right to Review, Audit and Inspect

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

### 5.0 **SAFETY AND LOSS CONTROL**

- 5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety

devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.

- 5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

#### 6.0 DEFINITION OF DEFAULT

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

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## REQUEST FOR BID PRICE CONTRACT

### INSTALLATION OF INDUCTIVE LOOP VEHICLE DETECTORS

2012

#### SPECIFICATIONS

The Lexington Fayette Urban County Government, Division of Traffic Engineering, requests bids for a price contract to consist of furnishing and installing inductive loop vehicle detectors in the travel-way surface at the location on the plans that shall be provided or as directed by the engineer. The size of the loop, number of turns and direction of winding of the wire shall be as shown on the plans or as directed by the engineer. This bid is requested for various locations throughout the Lexington-Fayette Urban County Government area and requests for detector installation shall be on an as needed basis.

The work shall consist of furnishing the proper equipment and supplies, installation of the loop detectors and loop lead-in cables from junction boxes at the loops to the controller including all hardware needed for proper installation. The installation shall be properly tested and must meet or exceed the minimum acceptable limits as stated in the specifications herein. All work shall be performed in accordance with the specifications herein and all materials shall comply with these established regulations and any other requirements stated in the plans that shall be provided: (see attached drawing)

#### MATERIALS AND EQUIPMENT SHALL CONFORM TO THE STANDARDS OF:

Institute of Transportation Engineers (I.T.E.), Revised Standard on Traffic Actuated Signal Controllers  
National Electrical Manufacturers Association (N.E.M.A.), Traffic Control System Standard TSI-1976, TS-1, Latest Edition, International Municipal Signal Association (I.M.S.A), Control Cable Specifications (updated)

#### SPECIAL PROVISIONS

The engineer or designee in charge of the project shall approve any changes in these special provisions.

Kentucky Department of Highways Standard Specifications, Latest Edition.

National Electrical Code (N.E.C), latest edition

*Manual on Uniform Traffic Control Devices (MUTCD)*, Latest Edition

All work shall be in compliance with the specifications herein. The contractor shall provide traffic control/safety measures during construction of this project. Traffic control methods are to comply with the *Manual on Uniform Traffic Control Devices (Temporary Traffic Control)*, Kentucky Department of Highways Regulations, and guidance from this office as appropriate.

The contractor shall complete each vehicle detector installation within (14) calendar days of receipt of the Installation Diagram. Consideration will be given for weather where safety could become compromised for either the traveling public or the contractor. Instances where loops are not installed in a timely manner will result in a total cost reduction of 5% per week for any portion of a week beyond the two week installation window. Repeated occurrences could result in termination of the contract and granting to the next low bidder.

Installation Diagrams (also referred to as loop plans) containing loop locations, curb bores and home-run route information shall be provided for each installation. The loop plans indicate the extent and general arrangement of proposed loops within an intersection. Any questions or change orders due to field conditions concerning the given plans shall be directed to the engineer in charge of the project.

Existing utility locations will generally not be included on loop plans. The contractor is responsible for making contact with local utility companies prior to working near their lines. Any utilities disturbed or damaged by the contractor shall be repaired or replaced to the satisfaction of the utility owner solely at the contractor's expense. This shall not constitute any additional project cost to the Division of Traffic Engineering.

Right-of-Way Encroachment Permits from LFUCG Division of Engineering shall be obtained by the contractor for any work involving excavation and/or sidewalk modifications. Fee and inspection applies.

Lane Blockage Permits from the Division of Traffic Engineering shall be obtained by the contractor prior to blocking lanes of traffic. No fee.

The contractor shall be responsible for restoring work area to original state upon completion. This shall include but is not limited to shrubs, concrete, grass, sweeping of the street, etc.

Failure of the loop within ninety (365) days of the installation, which are due to defects in materials and/or workmanship, shall be reinstalled at the expense of the contractor.

#### LOOP INSTALLATION SPECIAL PROVISIONS

The detector loops shall be installed in accordance with Kentucky Transportation Cabinet Installation Specifications, dated 12/2010 (see attached).

The contractor shall provide all materials needed: access enclosures (PE-10 or equivalent), rigid steel conduit, flexible watertight conduits, LB condulets, Pull EL's, Weatherheads, FS Boxes (Deep Type), pole mount junction boxes, reducers, conduit straps, fasteners (all), cable ties (Panduit PLT-3H-D100), loop sealant (KYTC Spec., Bondo P606, or equivalent), loop lead-in cable, tape, grounding bushings, conduit couplings (compression and standard), 8M copperweld span wire, line hardware, aerial splice boots (Reliable 100MB), etc.

The intersection of saw cuts shall overlap so that the slots have full depth and a smooth bottom. Getting from the edge of the asphalt to behind the curb and gutter shall be accomplished by boring through and under the curb and gutter at the edge of the asphalt. Where shoulder is present, bore through the pavement at least 1 foot back from the pavement edge. When installing the detector loop, the weather shall be clear and dry and the sawed slot shall be completely clean of dust and debris and thoroughly dry. The driving surface shall be thoroughly swept after installation, to remove accumulated dust and/or mud.

Wire:

Loop wire shall be #14 AWG IMSA spec. 51-7.

Loop Lead-In cable shall be #14 AWG stranded, paired conductors, electrically shielded and conforming to IMSA 20-2 with copper shield.

Loop Lead-In:

Loop Lead-In wire, exclusive of shielded cable, shall be twisted with three to five turns per foot before placement in saw slot, conduit, or junction box. Unshielded loop wiring to field terminal connections of the cabinet and unshielded loop wiring in loop amplifier connector harness shall also be twisted three to five turns per foot.

Loops:

Loops shall be extended splice-free to the controller, pole or junction box. Loop wires shown as extended to poles or junction boxes shall be spliced into loop lead-in cable at the boxes or poles. Loop lead-in cable shall be extended splice-free from pole or junction box to controller. Splices shall conform to above note and be placed to minimize possibility of water intrusion. For all projects involving new asphalt pavement, traffic loops shall be installed in the base course of asphalt pavement just before final surface is constructed. The electrical contractor shall coordinate the installation of traffic loops with the paving contractor and Division of Traffic Engineering.

Loop Sealant:

As stated in Section 835.06 of the 2004 Edition of the Standard Specifications for Road and Bridge Construction, the harness (indentation) specification for loop encapsulant shall be 35-65 (shore A). \* BONDO P606/Pro Seal 303 adhesive slot sealant or equivalent may also be used. Sealant shall be replaced by the contractor if it washes out within 72-hours.

Splicing:

All splices shall be made with butt splices. All splices shall be covered with a 3M mastic pad or approved equal and then taped with a 3M brand #33 electrical tape. Mastic pad must cover at least 3 inches past each end of butt splice.

The contractor is required to label all loop lead-in cables with labels or tags that will properly identify them. The bottom wire in the slot shall be marked. The wiring or winding diagram shall be recorded on the plans and shall be confirmed by inspection at the time of installation. The cost of this shall be incidental to the cost of the installation.

Junction Boxes:

In-ground access enclosures shall be PE-10 or equivalent. Equivalent shall be approved by the engineer in charge of the project. All conduits installed in in-ground junction boxes shall be bonded together with #6 bare copper and NEC approved connectors. The top of the enclosure must be flush to 1 inch above ground level. A drywell using #57 aggregate must be installed below the enclosure. The drywell must be 12 inches deep and extend at least 4 inches beyond the outside edge of the enclosure.

Inspection:

All installed loop detectors shall be inspected by an Urban County Government technician and/or engineer in charge of the project for proper installation and operation before the project is completed and payment is rendered. During the installation of loops, or at the convenience of Traffic Engineering staff, the technician shall meter the loops by test instruments capable of measuring electrical values of installed loop wires and lead-ins to measure inductance in microhenries, leakage resistance in megohms and the resistance of the conductors in ohms. Traffic Engineering reserves the right to make spot inspections during all phases of the loop installations.

An unacceptable loop installation shall be defined as follows:

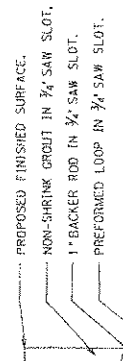
- Leakage to ground: Deflection of the pointer to below 5 megohms.
- Loop Resistance: The resistance reading is 10% more than calculated.
- Installation in accordance with Installation Diagram and Bid Specifications

Technical assistance shall be provided by an Urban County Government technician if requested by the contractor at no charge to the contractor provided it does not become a repetitive request for the same problems.

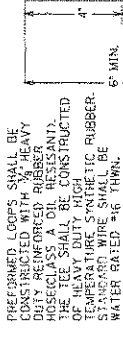


**INDUCTIVE LOOP VEHICLE DETECTION AND INSTALLATION  
PRICING SHEET**

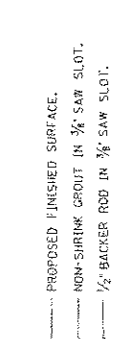
Item #	Description	Unit	Unit Price	Projected Quantities over 1 year	Projected Total Bid
1	Provide and install loop wire, saw slot, and sealant in asphalt or concrete.	Lf.	6.00	100	600.00
2	Provide and install 0.75 or 1.25 inch flexible watertight conduit under curb and gutter	Ea.	10.00	50	500.00
3	Provide and install in-ground access enclosure	Ea.	300.00	5	1,500.00
4	Provide and install rigid conduit in traffic bearing surface.	Lf.	25.00	100	2,500.00
5	Provide and install rigid conduit in non-traffic bearing surface.	Lf.	9.00	200	1,800.00
6	Provide and install IMSA 20-2, 3-pair, #14 stranded cable overhead.	Lf.	3.50	20	70.00
7	Provide and install IMSA 20-2, 4-pair, #14 stranded cable overhead.	Lf.	4.00	200	800.00
8	Provide and install IMSA 20-2, 3-pair, #14 stranded cable in conduit.	Lf.	3.50	20	70.00
9	Provide and install IMSA 20-2, 4-pair, #14 stranded cable in conduit.	Lf.	4.00	200	800.00
10	Provide and install conduit above ground	Lf.	7.50	50	375.00
11	Provide and install span wire with approved hardware.	Lf.	3.75	100	375.00
12	Connect vehicle detector in cabinet	Ea.	15.00	1	15.00
13	Connect vehicle detector in remote access enclosure.	Ea.	15.00	1	15.00
14	Mobilization (Charge per intersection regardless of number of loops to install)	Ea.	5.00	25	125.00
15	Provide and install (1) 6'x20' quadrapole detector loop with up to 50' lead-in and connection (cabinet or remote enclosure).	Ea.	830.00	30	24,900.00
16	Provide and install (1) 6'x30' quadrapole detector loop with up to 50' lead-in and connection (cabinet or remote enclosure).	Ea.	910.00	12	10,920.00
17	Provide and install pre-formed loop wire, saw slot and sealant in asphalt or concrete.	Lf.	15.00	1	15.00
18	Concrete sidewalk replacement	Sq-ft	25.00	30	750.00
	Projected Totals				46,130.00



PREFORMED LOOPS SHALL BE CONSTRUCTED WITH 3/4\"/>



PREFORMED LOOPS SHALL BE CONSTRUCTED WITH 3/4\"/>



PREFORMED LOOPS SHALL BE CONSTRUCTED WITH 3/4\"/>

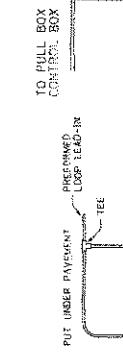


PREFORMED LOOPS SHALL BE CONSTRUCTED WITH 3/4\"/>



PREFORMED LOOPS SHALL BE CONSTRUCTED WITH 3/4\"/>

**SAW SLOT DETAIL FOR NON-PREFORMED**



TO PULL BOX AND/OR CONTROL BOX

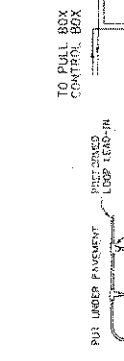


TO PULL BOX AND/OR CONTROL BOX

**STANDARD LOOP**

•ALL 6"x30" LOOPS SHALL BE STANDARD

LOOP LEAD-IN WIRES SHALL BE TWISTED WITH THREE TO FIVE TURNS PER FOOT UNTIL TERMINATED AT FIELD CONNECTIONS IN THE CABINET OR CONNECTED TO SHIELDED CABLE.



TO PULL BOX AND/OR CONTROL BOX



TO PULL BOX AND/OR CONTROL BOX

**QUADRAPOLE LOOP**

•ALL 6"x30" LOOPS SHALL BE QUADRAPOLE

PREFORMED LOOP LEAD-IN SHALL BE TWISTED WITH THREE TO FIVE TURNS PER FOOT UNTIL TERMINATED AT FIELD CONNECTIONS IN THE CABINET OR CONNECTED TO SHIELDED CABLE.



TO PULL BOX AND/OR CONTROL BOX



TO PULL BOX AND/OR CONTROL BOX

**QUADRAPOLE PREFORMED LOOP**

•ALL 6"x30" LOOPS SHALL BE QUADRAPOLE AND SHALL HAVE A 2-4'E CONFIGURATION

PREFORMED LOOP LEAD-IN SHALL BE TWISTED WITH THREE TO FIVE TURNS PER FOOT UNTIL TERMINATED AT FIELD CONNECTIONS IN THE CABINET OR CONNECTED TO SHIELDED CABLE.



TO PULL BOX AND/OR CONTROL BOX



TO PULL BOX AND/OR CONTROL BOX

**CONCRETE CURB**

•ALL 6"x30" LOOPS SHALL BE STANDARD

LOOP LEAD-IN WIRES SHALL BE TWISTED WITH THREE TO FIVE TURNS PER FOOT UNTIL TERMINATED AT FIELD CONNECTIONS IN THE CABINET OR CONNECTED TO SHIELDED CABLE.



PROPOSED FINISHED SURFACE



PROPOSED FINISHED SURFACE



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**Just a reminder! The LFUCG Minority Participation Goal is 10%**

*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 growth and economic viability of Lexington-Fayette County.*

Per resolution 167-91 adopted by LFUCG city council, we have in place a 10% participation goal for minority and women owned business enterprises on all construction and professional services contracts. That goal is not limited to construction and professional services contracts. Each division of LFUCG is also striving to reach that goal in all of its purchases.

**Please don't forget to submit the following forms with your Bid/RFP:**

- **MBE/WBE Participation Form**—list of MWBE subs you will be working with
- **MBE/WBE Bid Summary Form**—list all MWBE subcontractors that sent quotes to you for this project (please attach copies of all quotes received)
- **Statement of Good Faith Efforts**—list of efforts you made and methods you used to find MWBE subcontractors.
- **IF YOU ARE AWARDED THE CONTRACT YOU HAVE TO DOCUMENT PAYMENT TO MWBE SUBCONTRACTORS**—you are responsible for documenting the payment of MWBE subcontractors. A subcontractor payment form is included in your bid packet.
- **IF YOU ARE AWARDED THE CONTRACT YOU HAVE TO GIVE ADVANCE NOTICE OF ANY SUBSTITUTION FOR YOUR ORIGINAL MWBE SUBCONTRACTORS**—you will have to notify Purchasing in advance of any substitution of MWBE subcontractors. A MWBE substitution form is also included in your bid packet.

Please email your specific request for MWBE subcontractors to me. In addition you can also find a list of certified MWBE firms on the LFUCG MBE web site at [www.lexingtonky.gov/purchasing](http://www.lexingtonky.gov/purchasing) click the Minority Business Enterprise button. The lists are at the bottom of the page.

If you have any questions or need help finding MWBE subcontractors, please don't hesitate to contact me. Good luck!

Marilyn Clark, CCDP  
Minority Business Enterprise Liaison  
LFUCG Division of Central Purchasing  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
[www.lexingtonky.gov/purchasing](http://www.lexingtonky.gov/purchasing)  
(859) 258-3323