



ADDENDUM #1

Bid Number: **#55-2016**

Date: April 20, 2016

Subject: Removal and New Install of Primary Clarifier Equipment at Town Branch

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

Correction: General #5: the (10) needs to be changed to (12).

Clarification: All work priced in this unit price contract will be completed by December 31st, 2018. The amount of tanks that get issued each year is budget dependent. Once the contract is issued we will work out a schedule with the Contractor.

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: Pace Contracting, LLC

ADDRESS: 200 Willinger Lane, Jeffersonville, IN 47130

SIGNATURE OF BIDDER: 





Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: April 14, 2016

INVITATION TO BID #55-2016 Demolition & Removal of Existing Clarifier Equipment and Installation of New Clarifier Equipment

Bid Opening Date: April 28, 2016

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Firm Bid

Pre Bid Meeting: None

Pre Bid Time: None

Address:

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **04/12/2016**. Bids must be **received** by the above-mentioned date and time. Mailed bids should be sent to:

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

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: Town Branch Lexington, Kentucky

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

Performance Bond Required: ___ Yes No

<input checked="" type="checkbox"/> Bid Specifications Met <u> </u> Check One: <u> </u> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u>30</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <u> </u> Yes <input checked="" type="checkbox"/> No	

Submitted by: Pace Contracting, LLC

Firm Name

200 Willinger Lane

Address

Jeffersonville, IN 47130

City, State & Zip

Bid must be signed:
(original signature)


Signature of Authorized Company Representative – Title

Tom Wood, Administrative Member

Representative's Name (Typed or printed)

812/283-5784

812/283-5795

Area Code - Phone – Extension

Fax #

tomwood@pacecontractingllc.com

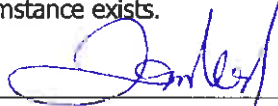
E-Mail Address

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

AFFIDAVIT

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

1. His/~~her~~ name is Tom Wood and he/~~she~~ is the individual submitting the bid or is the authorized representative of Pace Contracting, LLC, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "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. 
Tom Wood

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Tom Wood on this the 28th day of April, 2016.

My Commission expires: 4/25/2018


NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be

entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #55-2016 Demolition & Removal of Existing Clarifier Equipment and Installation of New Clarifier Equipment"

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 5 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.

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.

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 100% of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified / cashier's check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

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 disability.

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

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

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.



Signature

Pace Contracting, LLC
Name of Business

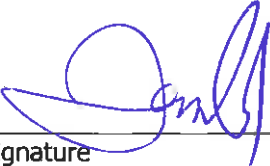
GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and Information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any

request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

4/28/2016
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Pace Contracting, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1		1														
Professionals	5	5															
Superintendents	1	1															
Supervisors	1	1															
Foremen	7	6		1													
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	2		1				1										
Skilled Craft	21	15		5		1											
Service/Maintenance	1	1															
Total:	39	29	2	6	0	1	1										

Prepared by: Lori Weatherly
(Name and Title)

Date: 4/ 28 / 16

Revised 2015-Dec-15

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

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

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

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

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses 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.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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 Veteran-Owned suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

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

51% owned and operated by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	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	859-257-7668
	Shirie Hawkins	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes2@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@nwbooc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 55-2016

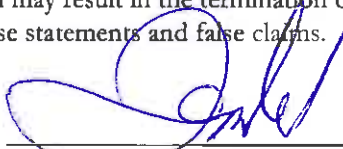
The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. TEM Group, Inc. 3560 Bashford Avenue Louisville, KY 40218 502/454-0101 tclark@temelectric.com	MBE	Electrical Subcontractor	\$ 3,600.00 x 12 ea. = \$43,200.00	6.7%
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.

Pace Contracting, LLC
Company

April 28, 2016
Date


Company Representative

Administrative Member
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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 # 55-2016

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

Company Name Pace Contracting, LLC	Contact Person Tom Wood
Address/Phone/Email 200 Willinger Lane Jeffersonville, IN 47130 812/283-5784 tomwood@pacecontractingllc.com	Bid Package / Bid Date April 28, 2016

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
TEM Group, Inc	Tom Clark	502/454-0101	4/21/16	Electrical	Facsimile	\$ 3,600.00	Pacific Islander	

(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.

Pace Contracting, LLC

Company

4/28/2016

Date

Company Representative

Administrative Member

Title



TEM Group, Inc.
3560 Bashford Avenue
Louisville, KY 40218
Ph: 502-454-0101
Fax: 502-454-0110

April 25, 2016

Pace Contracting, LLC

Re: LFUCG – Town Branch
Primary Clarifiers Replacement

Please find attached Unit Price Sheet. Unit prices is per the scope of work listed below.

Our price is based on the following scope of work:

1. We acknowledge receipt of Addendum #1.
2. Straight time prevailing wages are included based on Determination # CR-2-012 Dated December 22, 2015.
3. KY. Sale tax is included.
4. Performance and payment bonds are **not included**. Add 1-1/2% if required.
5. In regards to the Additive Electrical Unit Pricing, T.E.M. Group, Inc. will provide conduit, fittings, wire and supporting materials for this project to replace branch and control circuits overhead for the primary clarifiers.
6. It is our interpretation per the scope of work that the Disconnections and Reconnections required in the Base Bid Unit Prices will be performed by the plants maintenance electrical personnel. We have included unit prices for these items if required.

Please contact us if you have any questions by phone at (502) 498-1981(office), (502) 639-4201(cell) or by email at tclark@temelectric.com.

Best regards,
TEM Group, Inc.

Thomas J. Clark, Sr.
Electrical Estimator
tclark@temelectric.com

*We are Certified MBE, DBE
Equal Opportunity Employer*



TEM Group, Inc.
 3560 Bashford Ave., Ste. 100
 Louisville, KY 40218
 Ph: 502-454-0101
 Fax: 502-454-0110

Item	Description	Unit	Unit Price
Removal/Demolition of existing Primary Clarifier Equipment as indicated within	Currently, there are nine (9) primary clarifiers that are subject to and/or considered for Removal/Demolition activities by Bidder/Contractor	Each	\$850.00 * N/A
Installation of new Primary Clarifier Equipment supplied and/or provided by Owner as indicated within	Currently, there are eleven (11) primary clarifiers that are subject to and/or considered for installation of new Primary Clarifier Equipment by Bidder/Contractor	Each	\$350.00 * N/A

Total Cost for Items Above (Performance Bond based on this amount)

\$ 17,000.00 N/A
 * IF REQUIRED

ADDITIVE ALTERNATIVE

Item	Description	Unit	Unit Price
Removal/Demolition of existing electrical components and installation of new electrical components	Removal/Demolition and installation of electrical components as described within Additive Alternative Section (Unit Price will be for all 12 Primary Clarifiers if this Alternative Additive is selected)	Each	\$3600.00 ✓

We are Certified MBE, DBE
 Equal Opportunity Employer



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 # _____

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 # 55-2016

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

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

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

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

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

x Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

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

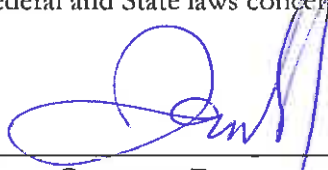
*See attached letter and backup documentation.

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.

Pace Contracting, LLC

Company



Company Representative

4/28/2016

Date

Administrative Member

Title

pace contracting llc
200 willinger lane
jeffersonville, in 47130
812-283-5784 p
812-283-5795 f
tomwood@pacecontractingllc.com

April 27, 2016

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

Subject: Invitation to Bid #55-2016
Demolition & Removal of Existing Clarifier Equipment
And Installation of New Clarifier Equipment
MWDBE Participation

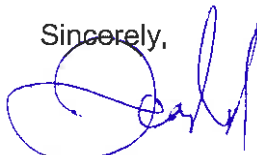
Pace Contracting has utilized the good faith efforts outlined in the RFP documents for this project. The goals were not met for the following reasons:

- 1) This project has four categories of work:
 - a) Clarifier equipment demolition
 - b) New Clarifier equipment installation
 - c) Electrical work – which is an alternate

- 2) Businesses were notified and solicited for quotes, but the limited scope of work drastically reduced the opportunities for not only MBE, WBE, DBE and Veteran Owned businesses, but all businesses. The removal and installation of the chain and flight rectangular clarifiers is a specialty operation that requires many years of experience by the installer, and this is something that we self-perform at Pace.

- 3) You will see from our MWDBE participation documents - that we are subcontracting the electrical work to a MBE (if chosen as the alternate). There will be no other sub contract work – as we will self-perform the remaining work. There is no painting to be done – as the owner is doing this work, and we do not supply any materials for the project - as the owner is also handling this.

Sincerely,



Tom Wood
Administrative Member

Bidders Spreadsheet

Demo of Clairifier

Bidders Name	MBE/WBE	Bidding?
AES	MBE	not bidding
Cherokee	MBE	
J George		not bidding
Kentuckiana Siesmic		received
Link Electric	WBE	not bidding
McKinney Painting	WBE	not bidding - no painting
Meiners Electric		not bidding
Synergy Electrical		
TEM Electric	MBE	received

pace contracting, llc
200 willinger lane
jeffersonville, in 47130
812-283-5784
812-283-5795
tomwood@pacecontractingllc.com

April 21, 2016

To All Interested Suppliers and Subcontractors

Subject: LFUCG Demolition & Removal of Clarifier Equipment
Bid #55-2016
and
LFUCG Demolition & Removal of Polymer Equipment
Bid #54-2016
Town Branch WWTP, Lexington, KY
Bid Date: 4-28-16 @ 2:00 PM .

We are bidding the LFUCG Town Branch WWTP Primary Clarifier Replacement Project and Polymer Feed Equipment Demolition Project, as listed above and would like a quote from your company on any of the following areas of work that you are interested in:

Preconstruction Photos and Videos
Demolition of existing Clarifier Equipment
Demolition of existing Polymer Equipment
Installation of Owner Purchased Clarifier Equipment
Installation of existing handrails
Painting
Electrical Work

Specifications are available at our office and we will be glad to send them to you at no charge at your request. Please send us a quote prior to bid time. If you have any questions, feel free to contact me at your convenience.

Sincerely,

Tom Wood

Yes, we are bidding _____ Company Name _____

No, we are not bidding _____ Company Name _____

Send this Invitation to:

Synergy
Meiners Electric
Link
J George
AES
TEM
McKinney Painting
Kentuckiana Seismic
Cherokee Construction

Do all the other stuff required by pages 23 and 24 of the bid package within reason.
Advertising etc required. Lots of other stuff.

Probably need to make this a priority.

Tom

TRANSACTION REPORT

APR/21/2016/THU 11:45 AM

BROADCAST

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	APR/21	11:35AM	Advanced Electrical Syst+	0:00:18	1	MEMORY OK	SG3 9562
002		11:36AM	Cherokee Construction	0:01:32	1	MEMORY OK	ECM 9562
003		11:38AM	J. George Electric	0:00:34	1	MEMORY OK	ECM 9562
004		11:39AM	Kentuckiana Seismic Surv+	0:00:28	1	MEMORY OK	SG3 9562
005		11:40AM	Link Electric	0:00:20	1	MEMORY OK	SG3 9562
006		11:41AM	McKinney Painting	0:00:29	1	MEMORY OK	ECM 9562
007		11:42AM	Meiners Electric	0:00:20	1	MEMORY OK	SG3 9562
008		11:42AM	Synergy Electrical Servi+	0:00:28	1	MEMORY OK	ECM 9562
009		11:43AM	TEM Electric	0:00:47	1	MEMORY OK	ECM 9562
TOTAL				0:05:16	9		

Display Solicitation Record

Prime's Name: **Pace Contracting, LLC**

Contact: **Tom Wood**

Address 1: **200 WILLINGER LN**

Address 2:

City: **JEFFERSONVILLE** State: **IN**

Zip: **47130** Zip+4: **6423**

Phone: **812-283-5784**

Fax: **812-283-5795**

Email: **tomwood@pacecontractingllc.com**

Seeking: • **US Department Of Transportation Disadvantaged Business Enterprise (DBE)**
 • **Small Disadvantaged Business (SDB)**
 • **Women Owned Small Business (WOSB)**

Description: **pace contracting, llc 200 willinger lane jeffersonville, in 47130 812-283-5784 812-283-5795 tomwood@pacecontractingllc.com April 21, 2016 To All Interested Suppliers and Subcontractors Subject: LFUCG Demolition & Removal of Clarifier Equipment Bid #55-2016 and LFUCG Demolition & Removal of Polymer Equipment Bid #54-2016 Town Branch WWTP, Lexington, KY Bid Date: 4-28-16 @ 2:00 PM . We are bidding the LFUCG Town Branch WWTP Primary Clarifier Replacement Project and Polymer Feed Equipment Demolition Project, as listed above and would like a quote from your company on any of the following areas of work that you are interested in: Preconstruction Photos and Videos Demolition of existing Clarifier Equipment Demolition of existing Polymer Equipment Installation of Owner Purchased Clarifier Equipment Installation of existing handrails Painting Electrical Work Specifications are available at our office and we will be glad to send them to you at no charge at your request. Please send us a quote prior to bid time. If you have any questions, feel free to contact me at your convenience. Sincerely, Tom Wood Yes, we are bidding _____ Company Name**

_____ No, we are not bidding

_____ Company Name

NAICS Code: **238210**
238320
238910

Place of performance: **KY - Kentucky**

Prime Sol. Number:

Subcontract Sol. Number: **54-2016 ; 55-2016**

Bid Closing Date: **4/28/2016**

Time: **2:00 PM EDT**

[Back](#)

This listing is from the SBA's **PRODUCTION** environment.

Window URL: http://web.sba.gov/subnet/search/dsp_search_option.cfm

Data region URL: http://web.sba.gov/subnet/search/dsp_detailed_bid_record.cfm?bid_seq_num=39675

Latavia Scott

From: Pauley, Daniel S <daniel.pauley@uky.edu>
Sent: Friday, April 22, 2016 4:19 PM
To: Latavia Scott
Subject: Confirmation of Bid Posting

Ms. Scott,

See below for confirmation of your bid posting on April 22, 2016:

Pace Contracting, LLC, 200 Willinger Lane, Jeffersonville, IN 47130

Z -- LFUCG Demolition & Removal of Clarifier and Polymer Equipment. SOL DUE 04/28/2016 Office (812) 283-5784; Facsimile (812) 283-5795 BID Date: 4-28-16. BID TIME: 2:00 PM. "Pace Contracting, LLC is inviting quotes on the following. Project: Bid # 55-2016 LFUCG Demolition & Removal of Clarifier Equipment and Bid # 54-2016 LFUCG Demolition & Removal of Polymer Equipment. Project Location: Lexington, KY. Quotes Requested for the following Subcontractors: Preconstruction Photos/Videos; Demolition of existing Clarifier Equipment; Demolition of existing Polymer Equipment; Installation of Owner Purchased Clarifier Equipment; Installation of existing handrails; Painting; Electrical. Plans Available at the following location(s): Pace Office; or by email. Project Contact Information: Name: Tom Wood, Phone: 812-283-5784, Email: tomwood@pacecontractingllc.com. This notice is provided courtesy of the Kentucky Procurement Technical Assistance Center (PTAC). The information is believed to be correct, but should be verified with the issuing agency/organization.

Dan Pauley
Procurement Coordinator
Kentucky Procurement Technical Assistance Center (PTAC)
University of Kentucky
One Quality Street, Suite 635
Lexington, KY 40507
www.KentuckyPTAC.com<<http://www.KentuckyPTAC.com>>
@kentuckyptac
daniel.pauley@uky.edu
859.257.7668 Office
859.323.1907 Fax

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
✓ Commerce Lexington – Minority Business Development	Tyrone Tyra	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	859-257-7668
	Shirie Hawkins	smack3@email.uky.edu	859-257-7666
✓ Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes2@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	paaatricem@keynewsjournal.com	859-373-9428

Latavia Scott

From: Mike Lynch <MikeL@aeslou.com>
Sent: Tuesday, April 26, 2016 2:54 PM
To: Latavia Scott
Subject: RE: LFUCG Town Branch Demo & Removal Bids # 54-2016 & 55-2016

No, thanks for invite.

Mike Lynch
Service Dev. Mgr.

AES ADVANCED ELECTRICAL SYSTEMS, INC.
3312 Gilmore Industrial Blvd | Louisville, KY 40213

☎ Office: 502.962.1102 | 📞 Cell: 502.639.0941
✉ MikeL@aeslou.com | www.aeslou.com

Powering the Future!

From: Latavia Scott [<mailto:LScott@PaceContractingLLC.com>]
Sent: Tuesday, April 26, 2016 2:48 PM
To: Mike Lynch
Subject: LFUCG Town Branch Demo & Removal Bids # 54-2016 & 55-2016

Mike,
Are you planning on quoting either of the two Lexington Town Branch projects that bid on 4/28/16?

Thanks,

La'Tavia Scott
Pace Contracting, LLC
200 Willinger Lane
Jeffersonville, IN 47130
LScott@pacecontractingllc.com
812-283-5784 – V
812-283-5795 - F

Latavia Scott

From: Mike Watson <mike@jgeorge.org>
Sent: Tuesday, April 26, 2016 3:11 PM
To: Latavia Scott
Subject: RE: LFUCG Town Branch Demo & Removal Bids # 54-2016 & 55-2016

Latavia,

JGEC will not be bidding the Lexington jobs. Thanks for the opportunity but we like to stay out of that town if we can.

Thanks,

Mike Watson
Project Manager
J George Electric Co.
502-568-2030 office
502-664-8708 CP

From: Latavia Scott [<mailto:LScott@PaceContractingLLC.com>]
Sent: Tuesday, April 26, 2016 2:54 PM
To: mike@jgeorge.org
Subject: LFUCG Town Branch Demo & Removal Bids # 54-2016 & 55-2016

Mike,
Are you planning on quoting either of the two Lexington Town Branch projects that bid on 4/28/16?

Thanks,

La'Tavia Scott
Pace Contracting, LLC
200 Willinger Lane
Jeffersonville, IN 47130
LScott@pacecontractingllc.com
812-283-5784 – V
812-283-5795 - F

Latavia Scott

From: Jason Horn <jason@link-electric.com>
Sent: Tuesday, April 26, 2016 2:57 PM
To: Latavia Scott
Subject: Re: LFUCG Town Branch Demo & Removal Bids # 54-2016 & 55-2016

I don't believe we are...thanks for asking though.

On Tue, Apr 26, 2016 at 2:54 PM, Latavia Scott <LScott@pacecontractingllc.com> wrote:

Jason,

Are you planning on quoting either of the two Lexington Town Branch projects that bid on 4/28/16?

Thanks,

La'Tavia Scott

Pace Contracting, LLC

200 Willinger Lane

Jeffersonville, IN 47130

LScott@pacecontractingllc.com

812-283-5784 – V

812-283-5795 - F

--
Thank You

Jason R. Horn

Project Manager/Estimator/Technologies Manager
3817 Ftizgerald Road, Louisville Kentucky 40216
502-778-1155



www.Link-Electric.com

Latavia Scott

From: David Fischer <dfischer@meiners-electric.com>
Sent: Tuesday, April 26, 2016 3:23 PM
To: Latavia Scott
Subject: RE: LFUCG Town Branch Demo & Removal Bids # 54-2016 & 55-2016

Latavia,

As of right now, I will not be quoting either of the two projects.

Thanks,

David J. Fischer, P.E.
Meiners Electric
502-657-4000 office
502-639-4067 cell
dfischer@meiners-electric.com
www.meiners-electric.com

From: Latavia Scott [<mailto:LScott@PaceContractingLLC.com>]
Sent: Tuesday, April 26, 2016 2:55 PM
To: dfischer@meiners-electric.com
Subject: LFUCG Town Branch Demo & Removal Bids # 54-2016 & 55-2016

David,

Are you planning on quoting either of the two Lexington Town Branch projects that bid on 4/28/16?

Thanks,

La'Tavia Scott
Pace Contracting, LLC
200 Willinger Lane
Jeffersonville, IN 47130
LScott@pacecontractingllc.com
812-283-5784 – V
812-283-5795 - F

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable 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, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/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 above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/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 LFUCG in order to protect LFUCG 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. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.
- d. LFUCG 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.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. 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.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT 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 THE RESPONSE 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 BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/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. 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. Risk Management Manual or a description of the 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.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

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

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.



Matthew G. Bevin
Governor

Jenean M. Hampton
Lt. Governor

Kentucky Labor Cabinet
Department of Workplace Standards
Division of Employment Standards, Apprenticeship
and Mediation

1047 US Hwy 127 S STE 4
Frankfort, Kentucky 40601
Phone: (502) 564-3070
Fax: (502) 696-1897
www.labor.ky.gov

Derrick K. Ramsey
Secretary

April 12, 2016

Brian Marcum
LFUCG
200 E. Main St.
Lexington KY 40507

Re: LFUCG, Town Branch WWTP New Clarifier Equipment

Advertising Date as Shown on Notification: April 18, 2016

Dear Brian Marcum:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 2-012, dated December 22, 2015 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-H-01449-15-2, Heavy/Highway

Sincerely,

Michael C. Donta
Deputy Commissioner



**KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 012**

FAYETTE COUNTY

Determination No. CR 2-012

Date of Determination: December 22, 2015

PROJECT NO. 034-H-01449-15-2

_____BLDG ___X___HH

This schedule of the prevailing rate of wages for Locality No. 012, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR 2-012.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

BUILDING CONSTRUCTION

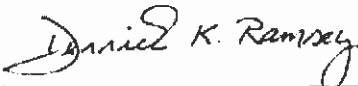
Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



Derrick K. Ramsey, Secretary
Kentucky Labor Cabinet

CR 2-012 2015
 CLASSIFICATIONS

BASE RATES AND FRINGE BENEFITS

ASBESTOS/INSULATION WORKERS:		BASE RATE	\$25.11
		FRINGE BENEFITS	13.21

BOILERMAKERS:		BASE RATE	\$21.75
		FRINGE BENEFITS	11.76

BRICKLAYERS:			
Bricklayers:		BASE RATE	\$24.31
		FRINGE BENEFITS	11.40
Firebrick & Refractory:		BASE RATE	\$26.08
		FRINGE BENEFITS	11.42
Sawman & Layman:		BASE RATE	24.56
		FRINGE BENEFITS	11.40

CARPENTERS:			
Carpenters:	BUILDING	BASE RATE	\$22.96
(Includes Drywall Finisher)		FRINGE BENEFITS	14.07
Piledrivermen:	BUILDING	BASE RATE	\$23.46
		FRINGE BENEFITS	14.07
Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$26.90
		FRINGE BENEFITS	14.50
Piledriver:	HEAVY & HIGHWAY	BASE RATE	\$27.15
		FRINGE BENEFITS	14.50
Divers:	HEAVY & HIGHWAY	BASE RATE	\$40.73
		FRINGE BENEFITS	14.50

CEMENT MASONS:		BASE RATE	\$22.00
		FRINGE	12.75

ELECTRICIANS:		BASE RATE	\$30.01
		FRINGE BENEFITS	15.65

<p>When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet – add 25% above the workman's hourly rate, over 75 feet add 50% above workman's hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.</p>			
LINEMAN:	HEAVY HIGHWAY	BASE RATE	\$34.13
		FRINGE BENEFITS	11.97
EQUIPMENT OPERATOR:	HEAVY HIGHWAY	BASE RATE	\$30.51
		FRINGE BENEFITS	11.26
GROUNDSMAN:	HEAVY HIGHWAY	BASE RATE	\$20.21
		FRINGE BENEFITS	9.19

CR 2-012 2015
CLASSIFICATIONS

BASE RATES AND FRINGE BENEFITS

ELEVATOR CONSTRUCTORS:	BASE RATE	\$30.46
	FRINGE BENEFITS	8.92

GLAZIERS:	BASE RATE	\$24.15
	FRINGE BENEFITS	11.45

IRONWORKERS:	BASE RATE	\$27.56
	FRINGE BENEFITS	20.57

LABORERS / BUILDING:

BUILDING GROUP 1: General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checker, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING	*BASE RATE	\$21.51
	FRINGE BENEFITS	11.59

BUILDING GROUP 2: All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tender, multi-trade tender, pipe layers, plaster tender, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, vibrator/tamper operated by hand or remote control, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING	*BASE RATE	\$21.91
	FRINGE BENEFITS	11.59

BUILDING GROUP 3: Asphalt paver screwman, gunnite nozzle man and gunnite nozzle machine operator, sand blaster nozzle man, concrete or grout pumpman, plaster pumpman, Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B: :

BUILDING	*BASE RATE	\$22.11
	FRINGE BENEFITS	11.59

BUILDING GROUP 4: Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level A, Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air): :

BUILDING	*BASE RATE	\$22.71
	FRINGE BENEFITS	11.59

*Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.

LABORERS / HEAVY & HIGHWAY:

HEAVY HIGHWAY GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swamper, truck spotters and dumpers, and wrecking of concrete forms, general cleanup, tending & setting of precast products, applying sealers, epoxies, coating curing compounds, cure & seal products & prep on all services of concrete wall expansion materials:

HEAVY & HIGHWAY	BASE RATE	\$22.30
	FRINGE BENEFITS	12.86

HEAVY HIGHWAY GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$22.55
	FRINGE BENEFITS	12.86

HEAVY HIGHWAY GROUP 3: Asphalt luteman and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters, remote controlled compactors, air lifting, dewatering, water pumps & asphalt sealer applicator:

HEAVY & HIGHWAY	BASE RATE	\$22.60
	FRINGE BENEFITS	12.86

HEAVY HIGHWAY GROUP 4: Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster, troxler & concrete tester if Laborer utilized, GPS if performed by Laborer:

HEAVY & HIGHWAY	BASE RATE	\$23.20
	FRINGE BENEFITS	12.86

MARBLE, TILE & TERRAZZO:

Finishers:

BASE RATE	\$16.17
FRINGE BENEFITS	0.00

Setters:

BASE RATE	\$23.00
FRINGE BENEFITS	0.00

MILLWRIGHTS:

BASE RATE	\$24.18
FRINGE BENEFITS	15.67

**OPERATING ENGINEERS / BUILDING:
 NCCCO OR OECP CERTIFIED or US COAST GUARD APPROVED BOAT PILOT LICENSE**

BUILDING CLASS A-1: Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair); hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane, T tug boat or push boat:

BUILDING	BASE RATE	\$29.80
	FRINGE BENEFITS	14.40

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment, hydro excavator, micro pile driving machine, remote control demolition equipment, self-propelled modular transporter, skid steer, transfer machine/shuttle buggy, vacuum truck:

BUILDING	*BASE RATE	\$28.71
	FRINGE BENEFITS	14.40

*Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length. Operators on cranes with booms 200 ft and over including JIB shall receive one dollar (\$1.00) above Class A-1 or A, cranes with booms 300 ft and over including JIB shall receive two dollars (\$2.00) above Class a-1 or A.

BUILDING CLASS B: All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper, water pull/water truck when used for compacting:

BUILDING	BASE RATE	\$25.73
	FRINGE BENEFITS	14.40

BUILDING CLASS C: Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

BUILDING	BASE RATE	\$24.90
	FRINGE BENEFITS	14.40



**OPERATING ENGINEERS / HEAVY HIGHWAY:
 NCCCO OR OECP CERTIFIED or US Coast Guard approved Boat Pilot License**

HEAVY HIGHWAY CLASS A-1: Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orangepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

HEAVY HIGHWAY	BASE RATE	\$31.08
	FRINGE BENEFITS	14.40

HEAVY HIGHWAY CLASS A: A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, guries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push dozer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment, self propelled modular transporter, hydro excavator, micro piling machine, remote controlled demolition equipment, milling machine, track hoe, rubber tire back hoe, reclaimer/stabilizer:

HEAVY & HIGHWAY	BASE RATE	\$29.95
	FRINGE BENEFITS	14.40

HEAVY HIGHWAY CLASS B: All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler, water pull/water truck when used for compacting:

HEAVY & HIGHWAY	BASE RATE	\$27.26
	FRINGE BENEFITS	14.40

HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

HEAVY & HIGHWAY	BASE RATE	\$27.68
	FRINGE BENEFITS	14.40

HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

HEAVY & HIGHWAY	BASE RATE	\$26.96
	FRINGE BENEFITS	14.40

**Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.



CR 2-012 2015
CLASSIFICATIONS

BASE RATES AND FRINGE BENEFITS

PAINTERS:

Brush, roller & paperhanger:

BASE RATE \$17.87
FRINGE BENEFITS 9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:

BASE RATE \$18.37
FRINGE BENEFITS 9.10

PLASTERERS:

BASE RATE \$20.65
FRINGE BENEFITS 5.85

PLUMBERS & PIPEFITTERS:

BASE RATE \$31.95
FRINGE BENEFITS 17.36

ROOFERS: (Excluding Metal Roofs)

BASE RATE \$22.03
FRINGE BENEFITS 9.10

SHEETMETAL WORKERS: (Including Metal Roofs)

BASE RATE \$28.00
FRINGE BENEFITS 13.59

SPRINKLER FITTERS:

BASE RATE \$31.35
FRINGE BENEFITS 17.87

TRUCK DRIVERS / BUILDING:

Truck Helper and Warehouseman:

BUILDING

BASE RATE \$19.05
*FRINGE BENEFITS 11.08

Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper:

BUILDING

BASE RATE \$19.17
*FRINGE BENEFITS 11.08

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment:

BUILDING

BASE RATE \$19.28
*FRINGE BENEFITS 11.08

Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics:

BUILDING

BASE RATE \$19.35
*FRINGE BENEFITS 11.08

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area:

BUILDING

BASE RATE \$19.45
*FRINGE BENEFITS 11.08

BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. *TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum of twenty (20) calendar days within any ninety (90) consecutive day period of that employer.

CR 2-012 2015
CLASSIFICATIONS

BASE RATES AND FRINGE BENEFITS

TRUCK DRIVERS / HEAVY HIGHWAY:

Mobile batch truck helper: HEAVY & HIGHWAY

BASE RATE \$16.57
FRINGE BENEFITS 7.34

Greaser, tire changer and mechanic helper:
HEAVY & HIGHWAY

BASE RATE \$16.68
FRINGE BENEFITS 7.34

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic:
HEAVY & HIGHWAY

BASE RATE \$16.86
FRINGE BENEFITS 7.34

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:
HEAVY & HIGHWAY

BASE RATE \$16.96
FRINGE BENEFITS 7.34

**END OF DOCUMENT
CR 2-012
DECEMBER 22, 2015**

UNIT PRICE CONTRACT FOR
DEMOLITION/REMOVAL OF EXISTING
RECTANGULAR PRIMARY CLARIFIER EQUIPMENT
AND INSTALLATION OF
NEW PRIMARY CLARIFIER EQUIPMENT

GENERAL

1. The successful bidder will provide all equipment and labor necessary to demolition/remove existing **Primary Clarifier Equipment** from rectangular concrete primary clarifiers located at the Town Branch Wastewater Treatment Plant which is owned and operated by the Lexington Fayette Urban County Government Division of Water Quality.
2. The successful Bidder will provide all equipment and labor necessary to install new **Primary Clarifier Equipment** purchased by the LFUCG Division of Water Quality on primary clarifiers in accordance with manufacturer's recommendations and/or specifications at the wastewater treatment facility listed above.
3. **Primary Clarifier Equipment** generally consist(s) of the following component(s) and/or equipment: FRP chain and flight collector equipment/components (including but not limited to: wear shoes, filler blocks and associated mounting/attaching hardware), scum skimming equipment/components (including scum troughs and associated mounting gear(s) and/or equipment), drive units & gear boxes, sprockets, solid steel and/or stub shafts, rails and brackets. **Note:** The indicated **Primary Clarifier Equipment** is provided as a general overview of equipment associated with each primary clarifier and is not designed to be all inclusive and/or limiting in scope of equipment.
4. All new **Primary Clarifier Equipment**, components and/or associated mounting hardware have been or will be purchased and supplied by the Lexington Fayette Urban County Government Division of Water Quality for installation by the successful Bidder.
5. There are twelve (10) rectangular double tank primary clarifiers at the Town Branch WWTP.
6. Three (3) of the aforementioned primary clarifiers, #1, #2 & #3, have had all existing **Primary Clarifier Equipment** removed by Town Branch WWTP maintenance staff. Therefore, the nine (9) remaining primary clarifiers will be available for consideration of demolition/removal services of successful Bidder.

7. One (1) of the aforementioned primary clarifiers, #1, is in the process of having new **Primary Clarifier Equipment** installed and placed in service by Town Branch WWTP maintenance staff.
8. The successful Bidder is responsible for disposal of all removed existing equipment, except for items indicated in specifications as to be "turned over to Owner."
9. Manufacturer/Supplier of the new **Primary Clarifier Equipment**:
 - a. **Allied-Locke Industries**
Dixon, IL 61021
10. There is no guarantee on the quantity of demolition/removal of existing **Primary Clarifier Equipment** and/or the installation new **Primary Clarifier Equipment** in existing primary clarifier tanks during the duration of the Unit Price Contract. Per Remedial Measures Projects installation of all equipment must be completed by December 31, 2018.
11. Preference is for Bidder/Contractor to have previous experience with same or similar type projects. At a minimum, Bidder/Contractor shall have previous experience working within and/or around wastewater treatment facilities with rectangular primary clarifiers. It is the responsibility of the Bidder/Contractor to provide documentation of previous similar work type experience and/or familiarity of working within wastewater treatment facilities with their respective bid submittals. Failure to provide requested documentation may result in rejection of bid submittal. *Pave replaced the circular clarifier equipment at Town Branch & West Hickman WWTPs - recently. (14 each)*
12. It is recommended that each potential Bidder schedule a site visit to view and/or evaluate current installed equipment and identify work locations and/or conditions that may or may not have an impact on bid submittal.
13. Drawings and/or equipment specifications for existing primary clarifier tanks and new equipment to be installed will be provided to each Bidder as requested during site visit.
14. New equipment to be installed by successful Bidder/Contractor is on-site and available for inspection.
 - a. **Site visit must be scheduled through Tiffany Rank at 859-425-2406.**
15. This Unit Price Contract shall be in effect until the Remedial Measures Project deadline of December 31, 2018.

EXISTING RECTANGULAR CONCRETE BASIN DIMENSIONS

- a. Existing Rectangular Concrete Basin Dimensions:
 - i. Clarifiers 1 – 6
 - 1. Longitudinal length: 130' – 0" (inside)(typical 12)
 - 2. Tank width: 14' – 0" (inside)(typical 12)
 - 3. Cross Collector Basin length: 29' – 0" (inside)(typical 6)
 - 4. Cross Collector Basin Width: 6' – 1" (inside)(typical 6)

- b. Existing Rectangular Concrete Basin Dimensions:
 - i. Clarifiers 7 – 12
 - 1. Longitudinal length: 130' – 0" (inside)(typical 12)
 - 2. Tank width: 14' – 0" (inside)(typical 12)
 - 3. Cross Collector Basin Length: 29' – 0" (inside)(typical 6)
 - 4. Cross Collector Basin Width: 6' – 1" (inside)(typical 6)

SCOPE OF WORK

1. Contractor shall supply all equipment and labor necessary to remove existing **Primary Clarifier Equipment** as previously indicated within.
2. Contractor shall supply all equipment and labor necessary to install new Owner supplied/provided **Primary Clarifier Equipment**.
3. Contractor shall ensure all work activities are performed in compliance with applicable OSHA and/or LFUCG Safety Policies and/or guidelines.
4. Owner is responsible for draining and cleaning each respective primary clarifier tank prior to work activities of winning Bidder/Contractor.
5. Bidder/Contractor will remove and dispose of all existing **Primary Clarifier Equipment** in accordance with any and all local, state or federal disposal regulations and/or guidelines.
6. Existing aluminum handrails, grating and associated mounting equipment to remain for reuse.
7. Existing scum trough actuator, Limitorque, will not be replaced during this project. Therefore, Contractor shall use caution when working on or around unit(s).
8. Electrical connections/disconnections to existing and new **Primary Clarifier Equipment** shall be performed by Town Branch WWTP electrical staff.

9. All of the anchorage and/or fasteners required for installation shall be supplied by equipment manufacturer, Allied-Locke Industries, and/or the Owner.
10. All equipment stored on the job site shall be protected and maintained in accordance with the manufacturer's recommendation.
11. Town Branch WWTP management and/or maintenance staff as well as the equipment manufacturer/supplier will be available as necessary to provide any details and/or insight that may facilitate the installation of new **Primary Clarifier Equipment**.
12. In order to maintain effective wastewater treatment and to remain in compliance with any and all permit requirements as stipulated by any and all respective regulatory agencies it is **imperative that no more than three (3) primary clarifiers be taken out of service at any one time during this project.** Further, due to the prior statement weather/flow conditions may require any and all primary clarifiers that are out of service for installation of new **Primary Clarifier Equipment** be placed back in service in order to maintain effective treatment and/or compliance with permit requirements. Therefore, at the end of each work day Contractor may be required to remove equipment and/or supplies from primary clarifiers to facilitate returning respective primary clarifiers to service.
13. Installation contractor shall warranty installation workmanship for a minimum period of twelve (12) months from date of completed installation for each respective primary clarifier.
14. Work must be scheduled with Town Branch WWTP Superintendent.

ADDITIVE ALTERNATIVE

ELECTRICAL WORK

1. The successful Bidder will provide all equipment and labor necessary to demolish/remove existing **electrical components** (including but not necessarily limited to conduit(s), electrical conductor(s) (power and/or signal), straps/clamps and/or anchorage) from existing electrical power disconnect panel(s) located at each of the afore described rectangular primary clarifier(s) located at the Town Branch Wastewater Treatment Plant.
2. The successful Bidder will purchase and supply all new (never before used and/or installed) electrical components necessary to reconnect electrical power and/or signal conductors from the existing electrical power disconnect panel(s) to the Owner purchased clarifier Drive Unit(s) and/or associated components located at each rectangular clarifier as described herein.
3. The successful Bidder will provide all equipment and labor necessary to install the new Bidder/Contractor purchased electrical components between the existing electrical power disconnect panel(s) and the new Owner purchased clarifier Drive Unit(s) and associated components.
4. All electrical work must be in compliance with the most current Electrical Code requirements for this specific application.
5. Successful Bidder/Contractor must coordinate with Town Branch WWTP Superintendent and/or Maintenance Supervisor the preferred route of new conduit(s) installation.
6. There is no guarantee on the quantity of demolition/removal of existing **electrical components** and/or the installation new **electrical components** in each of the twelve (12) existing primary clarifier tanks during the duration of the Unit Price Contract.

Pace Contracting LLC

Item	Description	Unit	Unit Price
Removal/Demolition of existing Primary Clarifier Equipment as indicated within	Currently, there are nine (9) primary clarifiers that are subject to and/or considered for Removal/Demolition activities by Bidder/Contractor	Each	10,000.00
Installation of new Primary Clarifier Equipment supplied and/or provided by Owner as indicated within	Currently, there are eleven (11) primary clarifiers that are subject to and/or considered for installation of new Primary Clarifier Equipment by Bidder/Contractor	Each	46,000.00

Total Cost for Items Above (Performance Bond based on this amount)

\$ 596,000.00

ADDITIVE ALTERNATIVE

Item	Description	Unit	Unit Price
Removal/Demolition of existing electrical components and installation of new electrical components	Removal/Demolition and installation of electrical components as described within Additive Alternative Section (Unit Price will be for all 12 Primary Clarifiers if this Alternative Additive is selected)	Each	4,000.00

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Pace Contracting, LLC
200 Willinger Lane
Jeffersonville, IN 47130

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
333 S. Wabash Ave.
Chicago, IL 60604
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, KY 40507

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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

Removal and New Install of Primary Clarifier Equipment at Town Branch WWTP - Project No. 55-2016

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of April, 2016.

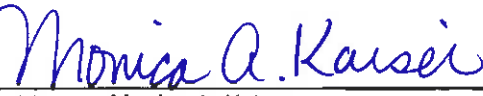


(Witness)

Pace Contracting, LLC
(Principal) _____ (Seal)

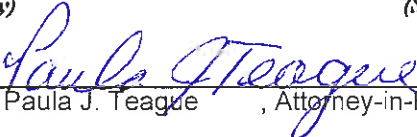
By: 

(Title)



(Witness) Monica A. Kaiser

Western Surety Company
(Surety) _____ (Seal)

By: 

(Title) Paula J. Teague, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Paula J. Teague, Individually

of Louisville, KY its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond

Principal: Pace Contracting, LLC

Obligee: Lexington-Fayette Urban County Government

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of December, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of December, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of April, 2016.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and 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 Company. 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.