

PART III

Invitation to Bid No. 107-2014

2014 Construction Unit Price Contract

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 8/12/14

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

This Proposal Submitted by Tom Chesnut Excavation + Construction, LLC
1794 High Bridge Rd Lancaster, Ky 40444
(Name and Address of Bidding Contractor)

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

To: Lexington-Fayette Urban County Government
(Hereinafter called "OWNER")
Office of the Director of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **2014 Construction Unit Price Contract** having examined the Specifications and Contract Documents, having intent to examine each site for proposed Work hereby proposes to furnish all labor, materials, and supplies, and to construct the Project(s) in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under agreed-to Purchase Order accepted under this Contract and to complete the Project(s) within the time provided by the Purchase Order..

PART III
FORM OF PROPOSAL

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The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 8/8/14

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

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

2. LEGAL STATUS OF BIDDER

Bidder Dom Chesnut Excavation + Construction, LLC

Date 8/12/14

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

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

Melinda Chesnut: 1794 High Bridge Rd Lancaster, Ky 40444
Dom Chesnut: 1794 High Bridge Rd Lancaster, Ky 40444

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

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

3. **BIDDER'S AFFIDAVIT**

Comes the Affiant, Jon Chesnut Exec. & Conote, and after being first duly sworn, states under penalty of perjury as follows:

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

Further, Affiant sayeth naught.

Melinda Chesnut

(Affiant)

STATE OF

Ky

COUNTY OF

Darward

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

Melinda Chesnut

on this the 12 day of August

2014.

My Commission expires:

4/7/2018

Ashley Marshall

NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES

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

In addition to completing the following schedule of values, Bidders shall enter their unit prices on the attached Excel spreadsheet (Available through the LFUCG Economic Engine Marketplace), titled *2014 Construction Unit Price Contract Bid Schedule.xls*, and submit it with their bid on a CD or flash drive. Any discrepancies between entries in the table below and the electronic spreadsheet will defer to the unit price as written in the schedule below.

The Bidder is not required to bid on every item listed in the bid schedule. In instances where the Bidder chooses not to bid on a specific item, the Bidder shall enter the phrase “no bid” in the unit price column for that respective item. However, Bidders are cautioned that failure to submit a unit bid price on an item will disqualify the Bidder from any project requiring that item, even if they have submitted unit bid prices for all other work items pertaining to that particular project.

IN ADDITION TO COMPLETING THE LINE ITEM UNIT PRICES BELOW, BIDDERS MUST COMPLETE THE EXCEL SPREADSHEET AVAILABE ON THE LFUCG ECONOMIC ENGINE MARKETPLACE WEBSITE AND RETURN IT WITH THEIR SUBMITTAL ON A CD OR FLASH DRIVE.

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
1.	Excavation for <u>twelve</u> Dollars no <u>no</u> Cents per CY	\$ <u>12.00</u>
2.	Embankment for <u>twelve</u> Dollars <u>no</u> Cents per CY	\$ <u>12.00</u>
3.	Rock Excavation (Mechanical) for <u>Two hundred</u> Dollars <u>no</u> Cents per CY	\$ <u>200.00</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
4.	Remove Portland Cement Concrete Pavement for <u>10^{TC} Ten</u> Dollars <u>no</u> Cents per SY	\$ <u>10.00</u>
5.	Remove Curb and Gutter for <u>Eight</u> Dollars <u>NO</u> Cents per LF	\$ <u>8.00</u>
6.	Remove Sidewalk, Entrance Pavement for <u>Eleven</u> Dollars <u>no</u> Cents per SY	\$ <u>11.00</u>
7.	Remove Bituminous Concrete Pavement for <u>Eleven</u> Dollars <u>no</u> Cents per SY	\$ <u>11.00</u>
8.	Remove Pipes less than 24" – up to 8' deep for <u>Twelve</u> Dollars <u>no</u> Cents per LF	\$ <u>12.00</u>
9.	Remove Pipes 30"- 48" – up to 8' deep for <u>Sixteen</u> Dollars <u>NO</u> Cents per LF	\$ <u>16.00</u>
10.	Remove Fence for <u>10^{TC} Five</u> Dollars <u>NO</u> Cents per LF	\$ <u>5.00</u>
11.	Remove Headwalls and Inlet Structures for <u>Six hundred</u> Dollars <u>NO</u> Cents per EA	\$ <u>600.00</u>
12.	Remove Tree (5" to 12" Diameter) for <u>Five hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>500.00</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
13.	Remove Tree (>12" to 23" Diameter) for <u>Eight hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>800.00</u>
14.	Remove Tree (>24" to 36" Diameter) for <u>Twelve hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>1200.00</u>
15.	Remove Tree (>36" Diameter and up) for <u>Fifteen hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>1500.00</u>
16.	Dense Graded Aggregate Base for <u>Twenty Four</u> Dollars <u>no</u> Cents per TN	\$ <u>24.00</u> - 24.00
17.	No. 2 Stone for <u>Twenty Four</u> Dollars <u>no</u> Cents per TN	\$ <u>24.00</u>
18.	No. 9 Stone for <u>Twenty Four</u> Dollars <u>no</u> Cents per TN	\$ <u>24.00</u>
19.	No. 57 Stone for <u>Twenty Four</u> Dollars <u>no</u> Cents per TN	\$ <u>24.00</u>
20.	Steel Reinforcement for Concrete for <u>Two</u> Dollars <u>no</u> Cents per LB	\$ <u>2.00</u>
21.	Unfinished Concrete less than 10 cubic yards for <u>One hundred Fifty</u> Dollars <u>no</u> Cents per CY	\$ <u>150.00</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
22.	Unfinished Concrete more than 10 cubic yards for <u>One hundred Fifty</u> Dollars <u>no</u> Cents per CY	\$ <u>150.⁰⁰</u>
23.	Formed Class A Concrete less than 10 cubic yards for <u>Six hundred</u> Dollars <u>no</u> Cents per CY	\$ <u>600.⁰⁰</u>
24.	Formed Class A Concrete more than 10 cubic yards for <u>Six hundred</u> Dollars <u>no</u> Cents per CY	\$ <u>600.⁰⁰</u>
25.	4 1/2" Concrete Sidewalk for <u>Fifty</u> Dollars <u>no</u> Cents per SY	\$ <u>50.⁰⁰</u>
26.	6" Concrete Sidewalk for <u>Fifty Four</u> Dollars <u>no</u> Cents per SY	\$ <u>54.⁰⁰</u>
27.	6" Concrete Entrance Pavement for <u>Fifty Four</u> Dollars <u>no</u> Cents per SY	\$ <u>54.⁰⁰</u>
28.	Sidewalk Ramp for <u>Fifty Four</u> Dollars <u>no</u> Cents per SY	\$ <u>54.⁰⁰</u>
29.	Header Curb for <u>Twenty two</u> Dollars <u>no</u> Cents per LF	\$ <u>22.⁰⁰</u>
30.	Curb and Gutter, Type 1 for <u>Twenty two</u> Dollars <u>no</u> Cents per LF	\$ <u>22.⁰⁰</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
31.	Curb and Gutter, Type 4 for <u>Twenty Four</u> Dollars <u>no</u> Cents per LF	\$ <u>24.00</u>
32.	Bituminous Pavement Milling & Texturing for <u>One hundred</u> Dollars <u>no</u> Cents per TN	\$ <u>100.00</u>
33.	Bituminous Base for <u>One hundred Twenty Five</u> Dollars <u>no</u> Cents per TN	\$ <u>125.00</u>
34.	Class I Bituminous Surface less than 50 tons for <u>One hundred Forty</u> Dollars <u>no</u> Cents per TN	\$ <u>140.00</u>
35.	Class I Bituminous Surface greater than 50 tons for <u>One Twenty Five</u> Dollars <u>no</u> Cents per TN	\$ <u>125.00</u>
36.	Bituminous Material for Tack for <u>100 Five hundred Seventy Five</u> Dollars <u>no</u> Cents per TN	\$ <u>575.00</u>
37.	LFUCG Type "A" Surface Inlet for <u>Two Thousand</u> Dollars <u>no</u> Cents per EA	\$ <u>2000.00</u>
38.	LFUCG Type "B" Surface Inlet for <u>Two thousand</u> Dollars <u>no</u> Cents per EA	\$ <u>2000.00</u>
39.	LFUCG Curb Box Inlet Type "A" for <u>Twenty Five hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>2500.00</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
40.	LFUCG Curb Box Inlet Type "B" for <u>Twenty Six hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>2600.⁰⁰</u>
41.	LFUCG Curb Box Inlet Type "C" for <u>Twenty Eight hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>2800.⁰⁰</u>
42.	LFUCG Curb Box Inlet Type "D" for <u>Twenty Eight hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>2800.⁰⁰</u>
43.	KDOH Curb Box Inlet Type "B" for <u>Twenty Eight hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>2800.⁰⁰</u>
44.	KDOH Drop Box Inlet Type "13" for <u>Three thousand</u> Dollars <u>no</u> Cents per EA	\$ <u>3000.⁰⁰</u>
45.	KDOH Drop Box Inlet Type "16" for <u>Three thousand</u> Dollars <u>no</u> Cents per EA	\$ <u>3000.⁰⁰</u>
46.	Lexington Storm Sewer Manholes (4' Dia.) (0-8' No Rock) for <u>Twenty Five hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>2500.⁰⁰</u>
47.	Lexington Storm Sewer Manhole (5' Dia.) (0-8' No Rock) for <u>Thirty Five hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>3500.⁰⁰</u>
48.	Lexington Storm Sewer Manhole (6' Dia.) (0-8' No Rock) for <u>Forty Five hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>4500.⁰⁰</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
49.	Pipe Tie-in into Manhole or Curb Box Inlet for <u>Eight hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>800.00</u>
50.	15" RCP Storm Sewer (0-8' No Rock) for <u>Forty Five</u> Dollars <u>no</u> Cents per LF	\$ <u>45.00</u>
51.	18" RCP Storm Sewer (0-8' No Rock) for <u>Forty Five</u> Dollars <u>no</u> Cents per LF	\$ <u>45.00</u>
52.	24" RCP Storm Sewer (0-8' No Rock) for <u>Sixty Five</u> Dollars <u>no</u> Cents per LF	\$ <u>65.00</u>
53.	30" RCP Storm Sewer (0-8' No Rock) for <u>Seventy Five</u> Dollars <u>no</u> Cents per LF	\$ <u>75.00</u>
54.	36" RCP Storm Sewer (0-8' No Rock) for 100 ¹⁰⁰ <u>One hundred</u> Dollars <u>no</u> Cents per LF	\$ <u>100.00</u>
55.	42" RCP Storm Sewer (0-8' No Rock) for <u>One hundred Thirty</u> Dollars <u>no</u> Cents per LF	\$ <u>130.00</u>
56.	48" RCP Storm Sewer (0-8' No Rock) for <u>One hundred Eighty</u> Dollars <u>no</u> Cents per LF	\$ <u>150.00</u>
57.	15" HDPE Storm Sewer (0-8' No Rock) for <u>Forty Five</u> Dollars <u>no</u> Cents per LF	\$ <u>45.00</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
58.	18" HDPE Storm Sewer (0-8' No Rock) for <u>Fifty</u> Dollars <u>no</u> Cents per LF	\$ <u>50.00</u>
59.	24" HDPE Storm Sewer (0-8' No Rock) for <u>Sixty</u> Dollars <u>no</u> Cents per LF	\$ <u>60.00</u>
60.	30" HDPE Storm Sewer (0-8' No Rock) for Seventy ^{NTC} <u>Seventy</u> Dollars <u>no</u> Cents per LF	\$ <u>70.00</u>
61.	36" HDPE Storm Sewer (0-8' No Rock) for <u>Eighty Five</u> Dollars <u>no</u> Cents per LF	\$ <u>85.00</u>
62.	15" PP Storm Sewer (0-8' No Rock) for <u>no Bid</u> ^{NTC} Dollars Cents per LF	\$ <u>NO BID</u>
63.	18" PP Storm Sewer (0-8' No Rock) for <u>no Bid</u> ^{NTC} Dollars Cents per LF	\$ <u>NO BID</u>
64.	24" PP Storm Sewer (0-8' No Rock) for <u>no Bid</u> ^{NTC} Dollars Cents per LF	\$ <u>NO BID</u>
65.	30" PP Storm Sewer (0-8' No Rock) for <u>no Bid</u> ^{NTC} Dollars Cents per LF	\$ <u>NO BID</u>
66.	36" PP Storm Sewer (0-8' No Rock) for <u>no Bid</u> ^{NTC} Dollars Cents per LF	\$ <u>NO BID</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
67.	15" Elliptical RCP Storm Sewer (0-8' No Rock) for <u>Sixty Five</u> Dollars <u>no</u> Cents per LF	\$ <u>65.00</u>
68.	18" Elliptical RCP Storm Sewer (0-8' No Rock) for <u>Seventy Five</u> Dollars <u>no</u> Cents per LF	\$ <u>75.00</u>
69.	24" Elliptical RCP Storm Sewer (0-8' No Rock) for <u>Eighty Five</u> Dollars <u>no</u> Cents per LF	\$ <u>85.00</u>
70.	30" Elliptical RCP Storm Sewer (0-8' No Rock) for <u>One hundred ^{and} Ten</u> Dollars <u>no</u> Cents per LF	\$ <u>110.00</u>
71.	36" Elliptical RCP Storm Sewer (0-8' No Rock) for <u>One hundred Forty</u> Dollars <u>no</u> Cents per LF	\$ <u>140.00</u>
72.	42" Elliptical RCP Storm Sewer (0-8' No Rock) for <u>One hundred Sixty</u> Dollars <u>no</u> Cents per LF	\$ <u>160.00</u>
73.	48" Elliptical RCP Storm Sewer (0-8' No Rock) for <u>One hundred seventy Five</u> Dollars <u>no</u> Cents per LF	\$ <u>175.00</u>
74.	Internal Inspection of Sewer Pipe: CCTV for <u>no Bid</u> Dollars <u>no</u> Cents per LF	\$ <u>NO BID</u>
75.	15" Straight Headwall (Standard or Raised) for <u>Twelve hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>1200.00</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
76.	18" Straight Headwall (Standard or Raised) for <u>Fifteen hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>1500.00</u>
77.	24" Straight Headwall (Standard or Raised) for <u>Twenty Five hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>2500.00</u>
78.	15" Pipe Culvert Headwall for <u>One Thousand</u> Dollars <u>no</u> Cents per EA	\$ <u>1000.00</u>
79.	18" Pipe Culvert Headwall for <u>NTC</u> <u>Twenty Five hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>2500.00</u> NTC
80.	24" Pipe Culvert Headwall for <u>NTC</u> <u>Twenty Five Hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>2500.00</u>
81.	30" Pipe Culvert Headwall for <u>Forty Five hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>4500.00</u>
82.	36" Pipe Culvert Headwall for <u>NTC</u> <u>Four thousand</u> Dollars <u>no</u> Cents per EA	\$ <u>4000.00</u>
83.	42" Pipe Culvert Headwall for <u>Five thousand</u> <u>NTC</u> Dollars <u>no</u> Cents per EA	\$ <u>5000.00</u>
84.	48" Pipe Culvert Headwall for <u>Four thousand</u> Dollars <u>NTC</u> <u>no</u> Cents per EA	\$ <u>4000.00</u> NTC

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
85.	18" Sloped and Flared Box Inlet-Outlet for <u>Twenty Eight hundred</u> Dollars <u>no</u> Cents per EA	<u>2800.⁰⁰</u>
86.	24" Sloped and Flared Box Inlet-Outlet for <u>Forty Five hundred</u> Dollars <u>no</u> Cents per EA	<u>\$ 4500.⁰⁰</u>
87.	30" Sloped and Flared Box Inlet-Outlet for <u>Sixty Five hundred</u> Dollars <u>no</u> Cents per EA	<u>\$ 6500.⁰⁰</u>
88.	36" Sloped and Flared Box Inlet-Outlet for <u>Eight Thousand</u> Dollars <u>no</u> Cents per EA	<u>\$ 8000.⁰⁰</u>
89.	15" Impact Stilling Basin for <u>Twenty Two hundred</u> Dollars <u>no</u> Cents per EA	<u>\$ 2200.⁰⁰</u>
90.	18" Impact Stilling Basin for <u>Twenty Two hundred</u> Dollars <u>no</u> Cents per EA	<u>\$ 2200.⁰⁰</u>
91.	24" Impact Stilling Basin for <u>Three thousand</u> Dollars <u>no</u> Cents per EA	<u>\$ 3000.⁰⁰</u>
92.	30" Impact Stilling Basin for <u>Three thousand</u> Dollars <u>no</u> Cents per EA	<u>\$ 3000.⁰⁰</u>
93.	36" Impact Stilling Basin for <u>Three thousand</u> Dollars <u>no</u> Cents per EA	<u>\$ 3000.⁰⁰</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
94.	48" Impact Stilling Basin for <u>Four Thousand</u> Dollars <u>no</u> Cents per EA	\$ <u>4000.⁰⁰</u>
95.	Bottom Paved Ditch for <u>ninety</u> Dollars <u>no</u> Cents per SY	\$ <u>90.⁰⁰</u>
96.	Aggregate Channel Lining for Slope Protection for <u>Thirty</u> Dollars <u>no</u> Cents per TN	\$ <u>30.⁰⁰</u>
97.	Seeding and Protection for <u>Two</u> Dollars <u>no</u> Cents per SY	\$ <u>2.⁰⁰</u>
98.	Sodding for <u>Four</u> Dollars <u>(25) twenty five</u> Cents per SY	\$ <u>4.²⁵</u>
99.	Gabion Mattress Channel Lining for <u>One hundred ninety</u> Dollars <u>no</u> Cents per CY	\$ <u>190.⁰⁰</u>
100.	4" HDPE Perforated Pipe for <u>Five</u> Dollars <u>no</u> Cents per LF	\$ <u>5.⁰⁰</u>
101.	6" HDPE Perforated Pipe for <u>Eight</u> Dollars <u>no</u> Cents per LF	\$ <u>8.⁰⁰</u>
102.	4" PVC Pipe for <u>Fifteen</u> Dollars <u>no</u> Cents per LF	\$ <u>15.⁰⁰</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
103.	6" PVC Pipe for <u>Sixteen</u> Dollars <u>no</u> Cents per LF	\$ <u>16.00</u>
104.	8" PVC Sanitary Sewer (0-8' No Rock) for <u>Twenty Five</u> Dollars <u>no</u> Cents per LF	\$ <u>25.00</u>
105.	10" PVC Sanitary Sewer (0-8' No Rock) for <u>Thirty Five</u> Dollars <u>no</u> Cents per LF	\$ <u>35.00</u>
106.	12" PVC Sanitary Sewer (0-8' No Rock) for <u>Thirty Nine</u> Dollars <u>no</u> Cents per LF	\$ <u>39.00</u>
107.	15" PVC Sanitary Sewer (0-8' No Rock) for <u>Forty Five</u> Dollars <u>no</u> Cents per LF	\$ <u>45.00</u>
108.	18" PVC Sanitary Sewer (0-8' No Rock) for <u>Fifty Five</u> Dollars <u>no</u> Cents per LF	\$ <u>55.00</u>
109.	8" Ductile Iron Sewer Pipe (0-8' No Rock) for <u>no Bid</u> Dollars <u>no Bid</u> Cents per LF	\$ <u>NO BID</u>
110.	10" Ductile Iron Sewer Pipe (0-8' No Rock) for <u>no Bid</u> Dollars <u>no Bid</u> Cents per LF	\$ <u>NO BID</u>
111.	12" Ductile Iron Sewer Pipe (0-8' No Rock) for <u>no Bid</u> Dollars <u>no Bid</u> Cents per LF	\$ <u>NO BID</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
112.	14" Ductile Iron Pipe (0-8' No Rock) for <u>no Bid</u> Dollars Cents per LF	\$ <u>NO BID</u>
113.	Sanitary Sewer By-Pass Pumping for <u>no Bid</u> Dollars Cents per DAY	\$ <u>NO BID</u>
114.	Two Way Sewer Service Cleanout for <u>no Bid</u> Dollars Cents per EA	\$ <u>NO BID</u>
115.	4" X 8" PVC Sanitary Sewer Tee & up to 6 ft of lateral for <u>no Bid</u> Dollars Cents per EA	\$ <u>NO BID</u>
116.	6" X 8" PVC Sanitary Sewer Tee & up to 6 ft of lateral for <u>no Bid</u> Dollars Cents per EA	\$ <u>NO BID</u>
117.	Lexington Sanitary Sewer Manholes (4' Dia.) (0-8' No Rock) for <u>no Bid</u> Dollars Cents per EA	\$ <u>NO BID</u>
118.	Lexington Sanitary Sewer Manhole (5' Dia.) (0-8' No Rock) for <u>no Bid</u> Dollars Cents per EA	\$ <u>NO BID</u>
119.	Lexington Sanitary Sewer Manhole (6' Dia.) (0-8' No Rock) for <u>no Bid</u> Dollars Cents per EA	\$ <u>NO BID</u>
120.	Manhole - Additional Vertical Depth Deeper than 8'0" (4' dia) for <u>no Bid</u> Dollars Cents per VF	\$ <u>NO BID</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
121.	Manhole - Additional Vertical Depth Deeper than 8'0" (5' dia) for <u>no bid</u> Dollars Cents per VF	\$ <u>no bid</u>
122.	Manhole - Additional Vertical Depth Deeper than 8'0" (6' dia) for <u>no bid</u> Dollars Cents per VF	\$ <u>NO BID</u>
123.	Manhole - Additional for Adjustable Frame and Cover for <u>no bid</u> Dollars Cents per EA	\$ <u>NO BID</u>
124.	Woven Wire Fence 4' Height for <u>Ten</u> Dollars <u>no</u> Cents per LF	\$ <u>10.00</u>
125.	Chain Link Fence 4' Height for <u>Fourteen</u> Dollars <u>no</u> Cents per LF	\$ <u># 14.00</u> <u>170</u>
126.	Privacy Fence (installation) for <u>Twenty Eight</u> Dollars <u>no</u> Cents per LF	\$ <u>28.00</u>
127.	Backhoe (Small) with Operator for <u>Eighty Five</u> Dollars <u>no</u> Cents per HR	\$ <u>85.00</u>
128.	Dump Truck (single axle) with Driver for <u>Seventy Five</u> Dollars <u>no</u> Cents per HR	\$ <u>75.00</u>
129.	Dump Truck (tri-axle) with Driver for <u>Eighty</u> Dollars <u>no</u> Cents per HR	\$ <u>80.00</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
130.	Jackhammer with Operator for <u>Eighty</u> Dollars <u>no</u> Cents per HR	\$ <u>80.00</u>
131.	Skid Loader with Operator for <u>Eighty</u> Dollars <u>no</u> Cents per HR	\$ <u>80.00</u>
132.	Check Dam for <u>Fifty Five</u> Dollars <u>no</u> Cents per TN	\$ <u>55.00</u>
133.	Sediment Trap for <u>Sixty</u> Dollars <u>no</u> Cents per CY	\$ <u>60.00</u>
134.	Sediment Pond for <u>Thirty Five</u> Dollars <u>no</u> Cents per CY	\$ <u>35.00</u>
135.	Silt Fence for <u>Five</u> Dollars <u>no</u> Cents per LF	\$ <u>5.00</u> NTC
136.	Storm Drain Inlet Protection for <u>no Two hundred Fifty</u> Dollars <u>no</u> Cents per EA	\$ <u>250.00</u>
137.	Filter Strip for <u>F.F.leen</u> Dollars <u>no</u> Cents per SY	\$ <u>75.00</u>
138.	Stream Crossing for <u>Thirty Eight hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>3800.00</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
139.	Pump-Around Flow Diversion for <u>Twelve hundred</u> Dollars <u>no</u> Cents per DAY	\$ <u>1200.00</u>
140.	Construction Dewatering for <u>Twelve hundred</u> Dollars <u>no</u> Cents per DAY	\$ <u>1200.00</u>
141.	Geotextile Construction (Type I) for <u>nine</u> Dollars <u>no</u> Cents per SY	\$ <u>9.00</u>
142.	Geotextile Construction (Type II) for <u>Forty</u> Dollars <u>no</u> Cents per SY	\$ <u>40.00</u>
143.	Geotextile Construction (Type III) for <u>Eight</u> Dollars <u>no</u> Cents per SY	\$ <u>8.00</u>
144.	Geotextile Construction (Type IV) for <u>Eight</u> Dollars <u>no</u> Cents per SY	\$ <u>8.00</u>
145.	Edge Key for <u>Ten</u> Dollars <u>no</u> Cents per LF	\$ <u>10.00</u>
146.	Pipe Plugging for Pipes less than or equal to 24" for <u>Six hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>600.00</u>
147.	Pipe Plugging for Pipes 30"- 48" for <u>no</u> <u>Eight hundred</u> Dollars <u>no</u> Cents per EA	\$ <u>800.00</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
148.	Flowable Fill for <u>One hundred Forty</u> Dollars <u>no</u> Cents per CY	\$ <u>140.00</u>
149.	Fiber Reinforced PCC Pavement for <u>F.F.F.</u> Dollars <u>no</u> Cents per CY	\$ <u>50.00</u>
150.	Single Block Masonry Retaining Wall for <u>Thirty Five</u> Dollars <u>NO</u> Cents per SF	\$ <u>35.00</u>
151.	Erosion Control Blanket: Degradable Erosion Control Mat for <u>Eight</u> Dollars <u>no</u> Cents per SY	\$ <u>8.00</u>
152.	Erosion Control Blanket: Turf Reinforcement Mat for <u>Ten</u> Dollars <u>NO</u> Cents per SY	⁷²⁰ \$ <u>10.00</u>
153.	Project Sign for <u>One Thousand</u> Dollars <u>no</u> Cents per EA	\$ <u>1000.00</u>
154.	Steel W Beam Guardrail and End Treatments for <u>Thirty Six</u> Dollars <u>no</u> Cents per LF	\$ <u>36.00</u>
155.	Articulating Concrete Block for <u>Eight hundred</u> Dollars <u>no</u> Cents per SY	\$ <u>800.00</u>
156.	Reinforced Concrete Pipe Crack Repairs & Manhole Rehabilitation for <u>no Bid</u> Dollars Cents per LF	\$ <u>NO BID</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
157.	Sawcutting for <u>Two</u> Dollars <u>Seventy Five</u> Cents per LF	\$ <u>2.75</u>
158.	Precast Reinforced Concrete Box Culvert (3' X 2') for <u>Fifteen hundred</u> Dollars <u>no</u> Cents per LF	\$ <u>1500.00</u>
159.	Precast Reinforced Concrete Box Culvert (3' X 3') for <u>Fifteen hundred</u> Dollars <u>no</u> Cents per LF	\$ <u>1500.00</u>
160.	Precast Reinforced Concrete Box Culvert (4' X 2') for <u>Fifteen hundred</u> Dollars <u>no</u> Cents per LF	\$ <u>1500.00</u>
161.	Precast Reinforced Concrete Box Culvert (4' X 3') for <u>Fifteen hundred</u> Dollars <u>no</u> Cents per LF	\$ <u>1500.00</u>
162.	Detectable Warning Surface Tile-Overlay for <u>no Bid</u> Dollars _____ Cents per SF	\$ <u>no Bid</u>
163.	Detectable Warning Surface Tile-Imbedded Installation for <u>Three hundred Fifty</u> Dollars <u>no</u> Cents per SF	\$ <u>350.00</u>
164.	Bulb-out: Gutter Cover for <u>no Bid</u> Dollars _____ Cents per LF	\$ <u>NO BID</u>
165.	Bulb-out: Asphalt Repair for <u>no Bid</u> Dollars _____ Cents per SF	\$ <u>NO BID</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
166.	Grader with Operator for <u>One hundred</u> Dollars <u>no</u> Cents per HR	\$ <u>100.⁰⁰</u>
167.	Roller with Compactor for <u>one hundred</u> Dollars <u>no</u> Cents per HR	\$ <u>100.⁰⁰</u>
168.	Topsoil Placement for <u>Twenty</u> Dollars <u>no</u> Cents per CY	\$ <u>20.⁰⁰</u>

	Payment and Performance Bond Cost for Projects over \$50,000. <u>Five</u> Per cent of Total Project Cost* * See Special Conditions, Section 6, Payment for Cost of P&P Bonds...	<u>5</u> %
	Unspecified, Incidental Materials at Cost Plus 15% Overhead and Profit (To be submitted as Contract progresses and as needed) Check if interested	<u>✓</u>
	Unspecified, Incidental Labor at Direct Wages Plus Certified Overhead Plus 15% Profit (To be submitted as Contract progresses and as needed) Check if interested	<u>✓</u>
	Minimum Project Total For Which Contractor will consider the project. (See Special Conditions, Section 3, Contractors Performance)	<u>\$1,600.⁰⁰</u>

Mobilization, Traffic Control, Construction Staking and E&S Permitting will be paid on a sliding percentage scale for increments of the final price for Work, per the table below.

(For example, if the final total of Bid Item Prices for the work is \$24,000, Mobilization would be (\$10,000 X 15%) plus (\$10,000 X 10%) plus (\$4,000 X 5%) = \$2,700)

No additional compensation will be paid beyond a contract price of \$100,000. For example, the mobilization cost for a \$100,000 price of work will be identical to that for a \$110,000 price of work.

Applicability of Traffic Control, Construction Staking and E&S Permitting will be agreed upon individually for each Purchase Order.

Table of Incremental Costs for Mobilization and Additional Services

Increment Price for Work	(a) Mobilization Cost %	(b) Traffic Control Cost %	(c) Construction Staking Cost %	(d) SWPP Etc. Cost %
\$0 - 10,000	15.0	7.5	7.5	5.0
\$10,000 - 20,000	10.0	4.5	4.5	0.5
\$20,000 - 30,000	5.0	3.0	3.0	0.5
\$30,000 - 50,000	5.0	2.5	2.5	0.5
\$50,000 - 75,000	5.0	2.5	2.5	0.5
\$75,000 - 100,000	4.0	2.0	2.0	0.5

Submitted by:

Dom Chesnut Excavation & Construction, LLC

Firm

1794 High Bridge Rd Lancaster, Ky 40444

Address

City, State & Zip

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

Melinda Chesnut - VP

Signature of Authorized Company Representative – Title

Melinda Chesnut

Representative's Name (Typed or Printed)

859-333-8080

Area Code – Phone – Extension

859-881-8983

Fax #

tcconstruction@windsream.net

E-Mail Address

OFFICIAL ADDRESS:

1794 High Bridge Rd
Lancaster, Ky 40444

(Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Tom Chestnut Excavation + Construction, LLC
2. Permanent Place of Business: 220 Industry Pkwy Nicholasville, Ky 40356
3. When Organized: 1998
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:
5 skid steers, 2 excavators, 1 dozer, Land planes,
drag box, Roadgrader, 4 dump trucks

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Drainage, Grade Footers, Concrete Floor	Versailles, Ky Presbyterian Church	\$23,000. ⁰⁰
Drainage, Grade Footers, Concrete Fl	Tom Bennington Sadreville, Ky	\$20,000.
Concrete Floor	Star Manufacturing Lexington, Ky	\$15,000.
Concrete Parking Lot	Aichi Forge Georgetown, Ky	\$88,500. ⁰⁰
Storm Pipe Repair Concrete Pad for Press	1601 Nicholasville Rd Lexington, Ky - LFUCG	\$32,000. ⁰⁰
Concrete Machine Pads	ORBS Georgetown, Ky	\$22,000. ⁰⁰
The Bidder has now under contract and bonded the following projects:	Trademark - Frankfort, Ky	\$40,000.

9.

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
No Bonded contracts @ this time		

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Melinda Chesnut	Admin. & Field Supervisor	14
Tom Chesnut	Field Supervisor	30
JASON Chesnut	Equipment Operator	11
Marshall Caudill	Equipment Operator	9
Neal Patterson	Equipment Operator	6

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
<i>None at this time</i>			

(USE ADDITIONAL SHEETS IF NECESSARY)

6. **LIST OF PROPOSED SUBCONTRACTORS**

See note in Part II.20, Information for Bidders regarding UPC bidding.

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE Yes/No</u>	<u>% of Work</u>
1. <u>Paving</u>	Name: <u>G+G Paving</u> Address: <u>3136 Braektown Rd</u> <u>Lexington, Ky</u>	<u>Yes</u>	<u>Any paving w/needed</u>
2. <u>Concrete Finishing</u>	Name: <u>ADE Contracting, Inc</u> Address: <u>1044 Duncan Rd</u> <u>Lawrenceburg, Ky 40342</u>	<u>Yes</u>	<u>10%</u>
3. _____	Name: _____ Address: _____	_____	_____
4. _____	Name: _____ Address: _____	_____	_____
5. _____	Name: _____ Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)



7. LFUCG MBE/WBE PARTICIPATION FORM

See note in Part II.20, Information for Bidders regarding UPC bidding.

Bid/RFP/Quote Reference # _____

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

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

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

Company

Company Representative

Date

Title



8. LFUCG MBE/WBE SUBSTITUTION FORM

See note in Part II.20, Information for Bidders regarding UPC bidding.

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



9. MBE/WBE QUOTE SUMMARY FORM

See note in Part II.20, Information for Bidders regarding UPC bidding.

Bid/RFP/Quote Reference # _____

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

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

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

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Company

Company Representative

Date

Title



10. LFUCG MBE/WBE SUBCONTRACTOR MONTHLY PAYMENT REPORT
See note in Part II.20, Information for Bidders regarding UPC bidding.

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

Bid/RFP/Quote # _____
 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



11. LFUCG STATEMENT OF GOOD FAITH EFFORTS

See note in Part II.20, Information for Bidders regarding UPC bidding.

Bid/RFP/Quote # 107-2014 2014 Construction Unit Price Contract

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

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

Please list any other methods utilized that aren't covered above.

Contacted by phone both minority contractors listed
on Form to be used on this BID. Both Contractors
verbally agreed to work w/my company, as needed.

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

Dom Chestnut Excavation
Company + Construction, LLC

Melinda Chestnut
Company Representative

8/12/14
Date

VP (Managing member)
Title

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

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

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

<u>Dom Chestnut Excavation + Construction</u>	<u>Melinda Chestnut</u>
Company	Company Representative
<u>8/12/14</u>	<u>VP</u>
Date	Title

13. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Tom Chesnut

POSITION/TITLE: Field Supervisor/Mgmt

STATEMENT OF EXPERIENCE: Over 25 years equipment operator & excavation; over 20 years Road construction; over 18 yrs concrete construction experience; Reads blueprints, CDL License; Lazees; finish grade; coordinates projects from start to finish.

NAME OF INDIVIDUAL: Jason Chesnut

POSITION/TITLE: Equipment Operator

STATEMENT OF EXPERIENCE: over 10 yrs equipment operator experience; finish grade; CDL license; concrete forming; Lazees

NAME OF INDIVIDUAL: Marshall Caudill

POSITION/TITLE: Equipment Operator / Supervisor

STATEMENT OF EXPERIENCE: Over 10 yrs equipment operator; Concrete forming; Lazees, Reads blueprints; Supervises projects from start to finish.

NAME OF INDIVIDUAL: Maïnda Chesnet

POSITION/TITLE: Administration / Field management

STATEMENT OF EXPERIENCE: 14 yrs Construction mgmt;
12 yrs Concrete field experience; estimator; over 20
yrs acct'g & financial

NAME OF INDIVIDUAL: Neal Patterson

POSITION/TITLE: Equipment Operator / Form setter

STATEMENT OF EXPERIENCE: 6 yrs equipment operator &
form setter

NAME OF INDIVIDUAL: Robert Winburn

POSITION/TITLE: Concrete Finisher

STATEMENT OF EXPERIENCE: over 10 yrs concrete finishing

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

14. EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

* Section 503 of the Rehabilitation Act of 1973 States:

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

* Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.

* Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

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

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

Bidders

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

Melinda Chesnut

Signature

Dom Chesnut Education + Construction, LLC

Name of Business

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

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any 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 contract will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

15. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Dom Chesnut Excavation & Construction, LLC

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

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

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

16. WORKFORCE ANALYSIS FORM

Name of Organization: Tom Chestnut Excavation & Construction Date: 8 / 12 / 14

Categories	Total		White		Black		Other		Total	
	M	F	M	F	M	F	M	F	M	F
Administrators		1								
Professionals	1								1	
Superintendents										
Supervisors										
Foremen	1								1	
Technicians										
Protective Service										
Para-Professionals										
Office/Clerical										
Skilled Craft		3		1				2		6
Service/Maintenance										
Total:		5		1		1		2		8

Prepared By: Tom Chestnut

17. EVIDENCE OF INSURABILITY

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

Names Insured: _____ Employee ID: _____

Address: _____ Phone: _____

Project to be insured: _____

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$			
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	\$			
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w/endorsement as noted	\$			

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

Agency or Brokerage _____ Name of Authorized Representative _____

Street Address _____ Title _____

City _____ State _____ Zip _____ Authorized Signature _____

Telephone Number _____ Date _____

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

17. **EVIDENCE OF INSURABILITY**

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

Names Insured: TCM Chestnut Excavation & Construction, LLC Employee ID: 41-1333328
 Address: 1794 Hymelbecker Rd Louisville, KY 40444 Phone: 502-333-8880

Project to be insured: 167-2674 2674 Construction Dumpster Contract

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 per occ. \$2,000,000 AGG	EMC	002161	A
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000 per occ.	\$2,000,000 per occ.	EMC	002161	A
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/ endorsement as noted	\$2,000,000	KESA	N/R	N/R

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

Agency or Brokerage: CARROLL & STONE Insurance Name of Authorized Representative: STEVE SALMON
4184 CLEARVIEW WAY SUITE 200 Address: AGENT
 Lexington KY 40515 City: AGENT Authorized Signature: [Signature]
 Telephone Number: 859-269-1044 Date: 8/12/14

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

18. DEBARRED FIRMS

PROJECT NAME: 2014 Construction Unit Price Contract

BID NUMBER: 107-2014

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All Bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of Dom Chesnut Exc. & Constr. has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

Dom Chesnut Excavation & Construction, LLC

Name of Firm Submitting Bid

Melinda Chesnut

Signature of Authorized Official

VP (managing member)

Title

8/2/14

Date

19. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: Tom Chesnut Excavation & Construction, LLC

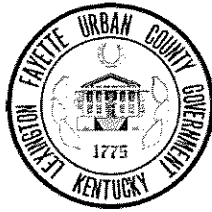
Project: 2014 Construction Unit Price Contract

Printed Name and Title of Authorized Representative: Melinda Chesnut

Signature: Melinda Chesnut

Date: 8/12/14

END OF SECTION



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: #**107-2014**

Date: August 6, 2014

Subject: **Construction Unit Price Contract**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

Revising bid due date on Economic Engine only; the correct date is Monday, August 25th, as on the bid documents and on the Lynn Imaging website.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: Sam Chestnut Excavation & Construction, LLC

ADDRESS: 1794 High Bridge Rd Lancaster, Ky 40444

SIGNATURE OF PROPOSER: Melinda Chestnut



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2014

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

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

PRODUCER Carroll & Stone Insurance Services 4384 Clearwater Way, Suite 200 Lexington, KY 40515 Steven W Salmon	CONTACT NAME: Steven W Salmon PHONE (A/C, No, Ext): 859-269-1044 FAX (A/C, No): 859-276-0266 E-MAIL ADDRESS: ssalmon@carrollandstone.com
	INSURER(S) AFFORDING COVERAGE
INSURED Tom Chestnut Excavation & Construction LLC Melinda Chestnut 1794 Highbridge Rd Lancaster, KY 40444	INSURER A: Employers Mutual Casualty Co.
	INSURER B: K E S A
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	X	5X15668	07/11/2014	07/11/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		5X15668	07/11/2014	07/11/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$		5X15668	07/11/2014	07/11/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	WC100-0017458-2014A	07/11/2014	07/11/2015	PER STATUTE OTH-ER E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000
A	Leased & Rented		5X15668	07/04/2014	07/11/2015	Leased/Re 200,000
A	Auto Comp & Collis		5X15668	07/04/2014	07/11/2015	Ded 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2014 Construction Unit Price Contract

CERTIFICATE HOLDER LFUCGCO LFUCG Division of Central Purchasing 200 East Main Street Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Steven W Salmon
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