

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jana Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

Bid Number: 132-2011

Date: December 13, 2011

Subject: Demolition of Phoenix Parking Garage

Please address inquiries to:
Todd Slatin (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid as a result of the pre-bid meeting held on December 13, 2011:

1. Prevailing wages are not required for bids under \$250,000.
2. Sidewalks and street lights surrounding the parking structure on East Vine Street, Ayers Alley, Water Street and Hernando Alley will remain in place and must be returned to their pre-demolition condition by the selected contractor.
3. It is anticipated that this project will be completed 60 to 90 days after the issuance of a purchase order and a schedule agreeable to both the LFUCG and the selected contractor will be included in the final contract.

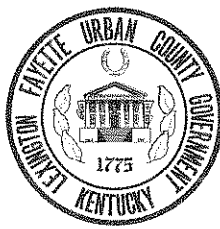
Brian Marcum, Director
Division of Central Purchasing

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: Superior Demolition Inc

ADDRESS: 764 Westland Dr Lexington, Ky 40504

SIGNATURE OF BIDDER: [Signature]



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #2

Bid Number: **#132-2011**

Date: December 14, 2011

Subject: Demolition of Phoenix Parking Garage

Address inquiries to:
Todd Slatin
(859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

1. Posting of pre-bid meeting sign in sheet.

Brian Marcum, 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.

BID OF: Superior Demolition Inc.

ADDRESS: 764 Westland Dr Lexington KY 40504

SIGNATURE OF BIDDER: [Handwritten Signature]

3

Request Addendum



Fri, Dec 16, 2011
09:31 AM EST

Addendum

Request #: 132-2011

Addendum Title: MWBE Certified Vendors--Demolition, Temporary Labor,
Transportation

Date and Time Issued: 12/15/2011 02:10 PM EST

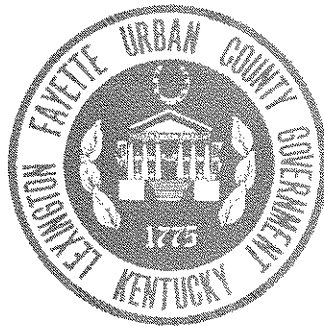
Filename	Size
 MWBE Certified Demolition--Dec 2011.xls	23.5 KB
 MWBE Certified Transportation--Dec 2011.xls	18 KB
 MWBE Certified Temporary Labor--Dec 2011.xls	25.5 KB

Note: One of the files available for downloading might be a ZIP file. If you are running a computer older than Windows XP, your system may not have unzipping capabilities. [Follow this link to download WinZip](#), a third-party zipping service.



Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

INVITATION TO BID #132-2011

Demolition of Phoenix Parking Structure

NOTICE TO BIDDERS

Bid Opening Date: December 20th, 2011

Bid Opening Time: 2:00 PM

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

Pre Bid Meeting: December 13th, 2011

Pre Bid Time: 10:00 AM

Address: Phoenix Parking Garage (Vehicle entrance
ramp on Ayers Alley between E. Vine and
Water Street)

INVITATION TO BID

Bid Invitation Number: **132-2011**

Date of Issue: **12/01/11**

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 **12/20/2011**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

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

Bids are to include all shipping costs to the point of delivery located at: Phoenix Parking Garage, Lexington, KY

Bid Security Required: X Yes No Performance Bond Required: X Yes No

Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Commodity/Service
Demolition of Phoenix Parking Garage
See specifications beginning on page 23

<u>Check One:</u> <input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<u>Proposed Delivery:</u> <u> 10 </u> days after acceptance of bid.
<u>Procurement Card Usage</u> <input type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to <input type="checkbox"/> No purchase goods and services and also to make payments. Will you accept Procurement Cards?	

Submitted by:

SUPERIOR Demolition Inc.
Firm
764 Westland Dr.
Address
Lexington, KY 40504
City, State & Zip

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

NORMAN W. WESTON, JR. V.P.
Signature of Authorized Company Representative – Title
NORMAN W. WESTON, JR.
Representative's Name (Typed or printed)

859 255 3889 253-3261
Area Code - Phone - Extension Fax #
Woody1024@gmail.com
E-Mail Address

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

AFFIDAVIT

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

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

SUPERIOR REMEDIATION INC.

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

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

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

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

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

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

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

Further, Affiant sayeth naught.

Norman W. Preston Jr.

STATE OF Ky.

COUNTY OF Scott

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

by Norman Preston Jr. on this the 16th day

of Dec., 2011.

My Commission expires: 2-10-13

Linda Miller
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes ☒ No ☐

II. Bid Conditions

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

"Bid on #132-2011 Demolition of Phoenix Parking Garage"

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.

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 or Certified 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 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 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 handicap.

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

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

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

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

Bidders

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


Signature


Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Superior Demolition, Inc. Date: 12 / 12 / 2011

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		✓								1
Professionals											
Superintendents	2	✓									2
Supervisors	2	✓									2
Foremen											
Technicians	1	✓									1
Protective Service											
Para-Professionals											
Office/Clerical	2		✓								2
Skilled Craft	6	✓									6
Service/Maintenance	1		✓								1
Total:											15

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

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

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

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

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

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

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

PART 1 - GENERAL

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

PART 2 - PROCEDURES

- 2.1 The successful bidder will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

PART 3 - DEFINITIONS

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

PART 4 - OBLIGATION OF BIDDER

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

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Bidders reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 5.2 Bidders not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
 - A. Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
 - 1. A periodical in general circulation throughout the region
 - 2. A Minority-Focused periodical in general circulation throughout the region
 - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 - 4. Bidder shall include copies of dated advertisement with his submittal

- B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
- C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
- D. Documentation of Bidder's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

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

LFUCG—Economic Engine Listings

Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—

Tyrone Tyra, Minority Business Development
TTYRA@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

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

Shiree Mack
smack@uky.edu

Community Ventures Corporation

James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation

Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP

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

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council

Rea Waldon
rwaldon@gcul.org
513-487-6534

Kentucky Small Business Connect

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

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

www.nmsdc.org

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 132-2011

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. CINCO, Inc. P.O. Box 1187 NUT. STERLING, VA 40353	LABOR	Estimated 960 ⁰⁰	1.070
2.			
3.			
4.			

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

Superior Demolition Inc
Company

12/12/2011
Date

W. P. [Signature]
By

V.P.
Title

LFUCG MBE/WBE SUBSTITUTION FORMBid/RFP/Quote Reference # 132-2011

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

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

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

Company

Date

Company Representative

Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 132-2011

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

Company Name <u>Superior Demolition</u>	Contact Person <u>Norman W. Preston, Jr</u>
Address/Phone/Email <u>764 Westland Dr Lexington, Ky</u>	Bid Package / Bid Date <u># 132-2011 Dec 20, 2011</u>

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
CINCO INC. P.O. Box 1187 MT. Sterling, Ky 40353	TERRY TAUL	859 448-6363	12/14	LABOR	PHONE, FAX	960 ⁰⁰	MBE

(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.

Superior Demolition, Inc
Company
12/20/2011
Date

Norman W. Preston, Jr
Company Representative
V.P.
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with 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 # 132-2011 *To be determined on an hourly basis.*
Total Contract Amount Awarded to Prime Contractor for this Project

Project Name/ Contract # <u>Phoenix Garage 132-2011</u>	Work Period/ From: _____ To: _____
Company Name: <u>Superior Demolition Inc</u>	Address: <u>764 Westland Dr. Lexington Ky 40504</u>
Federal Tax ID: <u>311522777</u>	Contact Person: <u>Norman Preston Jr</u>

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
<u>CHVCO, Inc</u> <u>PO: Prof 1187</u> <u>Art. Skelley</u> <u>Ky</u>	<u>LABOR</u>	<u>To</u>	<u>Be determined</u>				

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.

Superior Demolition Inc
Company

[Signature]
Company Representative

12/20/11
Date

V.P.
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS


Bid/RFP/Quote # 132-2011

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

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

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

Superior Demolition Inc.
Company


Company Representative

12/20/2011
Date

V.P.
Title

TECHNICAL SPECIFICATIONS

Demolition of Phoenix Parking Structure

The Contractor shall be responsible for the complete demolition of the structures and removal of debris at the following locations:

See the attached pricing page (Part A, page 27) for the address of structures to be demolished.

Summary

- a. Demolition and removal of a parking structure, pedestrian bridge, ramp, stair tower, vacuum tube enclosure/bridge, and curbs as indicated.
- b. Disconnecting, capping or sealing the site utilities in place outside of demolition area.
- c. Cap and seal vacuum tube opening at the face of the Phoenix Building left by the removal of the vacuum tube bridge.
- d. Close and seal opening left by the removal of the pedestrian bridge at the Phoenix Building.
- e. Grade all unpaved areas remaining from demolition of the structures at the site to drain.

Material Ownership

Except for any materials otherwise specified, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition of salvageable items at the Contractor's option. In order to reduce the volume of material disposed of in landfills, Lexington-Fayette Urban County Government (LFUCG) encourages the Contractor to recycle materials removed from the site whenever possible.

Quality Assurance

- a. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed demolition work similar to that indicated for this project.
- b. Regulatory Requirements: Comply with governing state and EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction. Implement all required erosion and sediment control measures. Obtain all necessary permits at contractor's expense before starting.

Project Conditions

- a. The structure(s) to be demolished are not in use. LFUCG owns these structures.
- b. The Owner (LFUCG) assumes no responsibility for actual condition of structures to be demolished.
- c. Hazardous Substances: Excepted as noted below, the Owner has removed all known asbestos from the structure. If any materials suspected of containing asbestos are encountered, do not disturb the materials. Immediately notify the Owner. The Owner shall complete subsequent removal of found asbestos in a timely manner. If the Contractor is unable to proceed, equitable adjustment of the contract time will be made. No adjustment to the contract sum shall be made for idle equipment or personnel. No **known or suspected** asbestos material may be deposited in the landfill owned by the Lexington-Fayette Urban County Government.

The Contractor shall visually inspect the property prior to demolition and shall legally dispose of all paint, pesticide, and other toxic materials. Fluorescent light bulbs, ballasts and/or mercury switches shall be disposed of in accordance with applicable universal waste regulations. Contractor shall provide documentation of the proper transportation and disposal of all hazardous materials, hazardous waste and/or universal waste.
- d. Storage or sale of removed items or materials on-site is not permitted. Salvageable items to the Contractor must be transported from the sites as they are removed.
- e. Salvage the bank vacuum tubes for the owner and send to building no. 2 at 1306 Versailles Road to be stored.
- f. Salvage and store the concrete car stops for the owner.
- g. Salvage and store the signage for the owner.
- h. The Contractor shall effectively demolish steel columns, concrete pedestals, curbs, sidewalks, stairwell wall footings, ramp wall footings, and parking meter post footings to 8 inches below grade and backfill voids with 4 inches of #8 or 9 stone on top of 4 inches of #57 crushed stone (compacted) to approximate finished grade.
- i. Execution
 1. Verify or arrange that all utilities have been disconnected and capped.
 2. Survey existing conditions to determine the extent of the demolition and adjacent structures to protect.
 3. The Contractor shall be responsible for and pay all cost of removal, disconnection and capping of existing utilities, if applicable.
 4. Do not begin demolition work until utility disconnecting and sealing have been completed and verified to the Owner, if applicable.
- j. Preparation
 1. Conduct demolition operations and debris removal to insure minimum interference with roads in the area.
 2. Do not close roads without permission of the LFUCG Division of Traffic Engineering and other authorities having jurisdiction.
 3. Provide alternate routes around the closed area if required.
 4. Conduct the demolition operation to prevent injury to people and damage to adjacent viaduct/bridge, buildings, and property. Ensure safe passage of people around the demolition area.
 5. Conduct demolition operations to ensure the superstructure, piers, and foundations of the Martin Luther King Viaduct, which spans over the

parking structure to be demolished, are **not disturbed**. The viaduct/bridge will remain in operation during the demolition.

6. Conduct demolition operations to ensure all framing members and panels of Phoenix Building, which are connected to the pedestrian bridge to be demolished, are **not disturbed**. The building will remain in operation during the demolition.
7. The Contractor shall be responsible for any measures necessary to ensure the safe and proper demolition of the structure(s) listed above and shall assume all liability while completing required work. The Contract shall meet all safety standards as prescribed by all pertinent government agencies.
8. The use of explosive **shall not** be permitted.

k. Environmental Controls

1. Use water mists, temporary enclosures, or other suitable methods to limit the spread of dust and dirt. Comply with all governing environmental protection regulations. Appropriate Best Management Practices for erosion and sediment control shall be employed and inspected on a regular basis and following storm events.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. A construction entrance of #2 stone shall be provided as needed to prevent tracking of mud or debris onto surrounding streets.
3. Remove debris from elevated portions of the structure by chute, hoist, or other device.
4. Clean adjacent viaduct/bridge and buildings of dust, dirt, debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.
5. Contractor shall perform construction activities in a manner as to prevent water and air pollution and shall strictly comply with all federal, state, and local laws, ordinances, regulations, and Best Management Practices controlling air and water pollution.
6. The contractor shall provide appropriate sanitary facilities for all employees at all work sites.
7. If the presence of contaminated materials is suspected at any time during the project, demolition, excavation and/or hauling must be halted and notification provided to the Division of Environmental Policy (859-425-2518 or 859-425-2554). LFUCG personnel will examine the affected area or materials and determine if testing is required and, if so, remedial measures that must be taken based on the results. The cost of such testing shall be borne by LFUCG. It may be necessary for the Contractor to segregate potentially-contaminated material on the site while testing is underway. Work elsewhere on the site may continue in that event.

l. Demolition

1. Demolish parking garage as completely as indicated and remove from the site using methods required to complete the work within limitations of

- governing regulations. The parking garage and associated structures have been vacated.
2. Locate demolition equipment to remove debris and materials so as not to impose excessive loads on supporting panels and framing members.
 3. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 4. The parking garage, ramp, stair tower, vacuum tube enclosure/bridge, and pedestrian bridge shall be completely demolished, including part of the foundation as indicated. The Contractor shall remove all material that was part of the structure.
 5. The Contractor shall remove all parking meter posts. This work is incidental and no direct payment shall be made.
 6. The Contractor shall not close any streets during work without Owner's permission. Traffic control around the job site shall be the sole responsibility of the Contractor and is incidental to the work. No direct payment shall be made for traffic control.
- m. Filling Below Grade Areas
Completely fill demolished areas (ramp, grassy area by ramp, curbs, walks, stairwell indicated) and areas not occupied by pavement to final grade with 4 inches of compacted #8 or 9s stone on top of 4 inches of compacted #57 crushed stone.
- n. Disposal
Transport demolished materials off the Owner's property. The Contractor shall designate the disposal facility prior to the project and inform the Owner if any change is made with regard to disposal of removed material. The Contractor shall provide documentation to the Owner of disposal including, but not limited to, manifests, bills of lading, haul logs and landfill weight tickets.
- o. Grading
Slope grade of the demolished and disturbed areas to prevent any standing water. Contractor shall obtain an LFUCG Land Disturbance Permit if required, based on the extent of land disturbance caused by the project.
- p. Erosion Control
The Contractor shall install erosion control blankets on all disturbed areas per Section 827.07 of Kentucky Transportation Cabinet, Standard Specifications for Road and Bridge Construction. Other erosion and sediment control measures shall be installed and maintained as required.

A Pre-Bid Meeting will be held Tuesday, December 13th, 2011 at 10:00 AM. The meeting will be held at the Phoenix Parking Structure on East Vine Street. Please gather at the Ayers Alley(connects East Vine and Water Street) vehicle ramp entrance.

Pricing (Part A)

Demolition of Phoenix Parking Structure location:

Next to the Phoenix Building at 101 E. Vine Street, Lexington, KY between Water Street, East Vine Street, Hernando Alley, and Ayres Alley.

Bids shall reflect all requirements as stated in specifications. Bids must be placed for the complete demolition of the parking garage, ramp, stair tower, and pedestrian bridge as indicated. Partial bids will be considered void and not accepted.

Structures	Price
Phoenix Parking Garage	\$ 104,600.00
Ramp	\$ 7,000.00
Stair Tower	\$ 1,500.00
Pedestrian Bridge	\$ 5,000.00
Vacuum Tubes & Enclosure	\$ 1,000.00
Misc., grading, & closures	\$ 1,500.00
Deduction for reclaimed steel/metalwork	(\$ _____)
TOTAL COST	\$ 120,600.00

The above demolition will be awarded to one (1) contractor.

The structures are only to be demolished after the Owner has released them to the Contractor.

Temporary Traffic Control Plan and Maintenance Requirements

Vehicular and pedestrian traffic shall be maintained as per guidance in the Manual of Uniform Traffic Control Devices (MUTCD), Latest Edition. Maintenance of Traffic plans for each phase of the project must be provided by the Contractor. The Project Manager and/or Division of Traffic Engineering must be notified of changes in circulation patterns at least three days in advance of the change to allow time for public notification. The contractor shall designate a traffic control, point of contact responsible for periodic inspections of signs/markings to ensure messages remain clear to the traveling public.

Water Street provides local access to two parking structures and government offices. Local access must be maintained at all times. Typically, at least one-direction of travel will be maintained throughout the project. When necessary, the street may be completely blocked at select locations provided local access is maintained.

Vine Street – The left lane of Vine Street may be closed during non-peak travel times as needed for the project. No part of Vine Street shall be blocked on weekdays from 7 a.m. to 9 a.m. and again from 3 p.m. to 6 p.m. Exceptions and/or changes the Vine Street corridor can only be approved by the Kentucky Department of Highways.

Hernando Alley may be closed as necessary for traffic control and demolition activities. Ayres Alley should not be completely closed at any point during the project.

Pedestrians are to be guided away from the demolition site by proper signage. A detour for Vine Street pedestrians shall be set up at Quality Street and at South Limestone at existing traffic signals. Due to the nature of the project, it is important to secure the site to keep pedestrians a safe distance away while work is going on and properly warned at other times.

LEGAL STATUS OF BIDDER

Bidder SUPERIOR DEMOLITION INC

Date 12/20/2011

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

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

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: SUPERIOR Demolition, Inc
2. Permanent Place of Business: 764 Westland A. LEX, Ky 40504
3. When Organized: 1997
4. Where Incorporated: KY
5. Construction Plant and Equipment Available for this Project:
EXCAVATOR, END LOADER, TRACTOR TRAILER, Hoe Ram

(Attach Separate Sheet if Necessary)
6. The following is a list of similar projects performed by the bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>LEX MALL Demolition</u>	<u>LEX MALL</u>	<u>700,000⁰⁰</u>
<u>SONNET Core Apts</u>	<u>LEX, Ky</u>	<u>145,000⁰⁰</u>
<u>Ky Horse Park</u>	<u>LEX, Ky</u>	<u>250,000⁰⁰</u>
<u>Pike Co. Fiscal Court</u>	<u>Pikeville, Ky</u>	<u>300,000⁰⁰</u>

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>CEL MALL</u>	<u>Richmond Rd. Superintendent</u>	<u>70,000⁰⁰</u>
<u>U. KY</u>	<u>Woodland Ave</u>	<u>28000⁰⁰</u>
_____	_____	_____

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u># OF YRS. W/BIDDER</u>
<u>Norman Presta</u>	<u>V.P.</u>	<u>25</u>
<u>Roger Fitzpatrick</u>	<u>Pres</u>	<u>28</u>
<u>Paul Sharpe</u>	<u>Seprt.</u>	<u>14</u>

Respectfully submitted:

Superior Demolition Firm
(Name of Contracting Firm)

BY: MT Presing

TITLE: V.P.

DATE: 12/20/11, 2011

LIST OF PROPOSED SUBCONTRACTORS

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

BRANCH OF WORK

LIST EACH MAJOR ITEM

SUBCONTRACTOR

1. LABOR

Name: CINCO, Inc.

Address:

Status: MBE X WBE _____ MAJORITY _____

2. _____

Name:

Address:

Status: MBE _____ WBE _____ MAJORITY _____

3. _____

Name:

Address:

Status: MBE _____ WBE _____ MAJORITY _____

4. _____

Name:

Address:

Status: MBE _____ WBE _____ MAJORITY _____

5. _____

Name:

Address:

Status: MBE _____ WBE _____ MAJORITY _____

6. _____

Name:

Address:

Status: MBE _____ WBE _____ MAJORITY _____

7. _____

Name:

Address:

Status: MBE _____ WBE _____ MAJORITY _____

CONTRACT AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 2011, by and between (1) Lexington-Fayette Urban County Government, herein called "OWNER" and (2) _____ doing business as *(an individual) (a partnership) (a corporation) located in the City of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of _____ Dollars (\$_____) quoted in the proposal by the CONTRACTOR, dated _____, 2011, hereby agrees to commence and complete the work described as follows:

1. SCOPE OF WORK

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

2. ISSUANCE OF WORK ORDERS

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

3. PAYMENTS

The OWNER shall make monthly payments to the Contractor for work completed and accepted by the Owner less 10% retainage.

4. ACCEPTANCE AND FINAL PAYMENT

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

5. EXTRA WORK

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

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

(Seal)

Lexington-Fayette Urban County Government
(Owner)

ATTEST:

BY: _____

(Witness)

(Title)

(Seal)

(Contractor)

(Secretary)

BY: _____

(Witness)

(Title)

(Address and Zip Code)

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

Cinco Incorporated
"KY Certified DBE"
Post Office Box 1187
725 Old Owingsville Road
Mt Sterling Kentucky 40353
859-498-6363 Office
859-498-6363 Fax
cincoinc@bellsouth.net

December 19, 2011

QUOTE:

Demolition of Phoenix Parking Structure
Lexington, Ky

We are pleased to quote you the following hourly rate for manual labor,
this rate will include taxes and overhead.

\$ 19.25 hr pre man plus 25% markup

24^c/hr

Exclusions:

Bond
Permit

Cinco Incorporated

Terry B. Taul Owner

GOOD FAITH EFFORT
to secure MWBE
CONTRACTORS.

Handwritten signature

Attention: Woody Preston

Date: 12-19-11

Company: Superior Demolition Inc

Number of Pages: 1 of 2

Fax Number: 859-253-3261

Voice Number: 859-255-3889

From: Terry Taul

Company: Cinco, Inc

Fax Number: 859-498-6363 (Call First)

Voice Number: 859-498-6363

Cell- 859-497-1158

Subject: Demolition of Phoenix Parking Structure

Comments: Labor only

Woody:
if you have any questions call me.

Thanks
Terry Taul

Superior Demolition, Inc.

764 Westland Drive
Lexington, KY 40504

859-255-3089

Fax 253-3261

npreston@windstream.net

FAX TRANSMITTAL FORM

To: ATWOOD FENCE COMPANY
Name:
CC:
Phone:
Fax: 662 289-7463

From: Woody Preston
Date Sent: 12/5/2011

Number of Pages: 1

Message:

Please provide pricing for LFUCG Invitation to Bid #18202011 . View this project on the LFUCG economic engine.
Temporary fencing is to be 6' high stand alone type. Duration of the project will not exceed 60 days.

☐ I will be bidding this project.

☒ I will not be bidding this project.

Thank you,

Norman W. Preston, Jr. V.P.

Superior Demolition, Inc.
764 Westland Drive
Lexington, KY 40504

859 255-3889
Fax 253-3261

npreston@windstream.net

FAX TRANSMITTAL FORM

To: Precision Staffing
Name:
CC:
Phone:
Fax: 273-9106

From: Woody Preston
Date Sent: 12/23/2011

Number of Pages: 1

Message:

lease provide labor pricing for LFUCG Invitation to Bid #13202011. View this project on the
LFUCG economic engine website.
is project is not a prevailing wage scale.

I will be bidding this project.

I will not be bidding this project.

ou,

W. Preston, Jr. V.P.

No Response

TRANSMISSION VERIFICATION REPORT

TIME : 12/16/2011 10:05
NAME :
FAX :
TEL :
SER.# : F9J154724

DATE, TIME	12/16 10:04
FAX NO./NAME	2739106
DURATION	00:01:01
PAGE(S)	02
RESULT	OK
MODE	STANDARD

Superior Demolition, Inc.

764 Westland Drive
Lexington, KY 40504

859 255-3889
Fax 253-3261

npreston@windstream.net

FAX TRANSMITTAL FORM

To: People Plus
Name:
CC:
Phone:
Fax: 263-0634

From: Woody Preston
Date Sent: 12/23/2011

Number of Pages: 1

Message:

Please provide labor pricing for LFUCG Invitation to Bid #13202011. View this project on the LFUCG economic engine website.
This project is not a prevailing wage scale.

_____ I will be bidding this project.

_____ I will not be bidding this project.

Thank you,

Norman W. Preston, Jr. V.P.

No Response

TRANSMISSION VERIFICATION REPORT

TIME : 12/16/2011 10:02
NAME :
FAX :
TEL :
SER.# : F9J154724

DATE, TIME	12/16 10:02
FAX NO./NAME	2630634
DURATION	00:00:26
PAGE(S)	02
RESULT	OK
MODE	STANDARD
	ECM

Superior Demolition, Inc.

764 Westland Drive
Lexington, KY 40504

859 255-3889
Fax 253-3261

npreston@windstream.net

FAX TRANSMITTAL FORM

To: Abednego Construction
Name:
CC:
Phone:
Fax: 224-8900

From: Woody Preston
Date Sent: 12/23/2011

Number of Pages: 1

Message:

Please provide labor pricing for LFUCG Invitation to Bid #13202011. View this project on the LFUCG economic engine website.
This project is not a prevailing wage scale.

_____ I will be bidding this project.

_____ I will not be bidding this project.

Thank you,

Norman W. Preston, Jr. V.P.

No Response

TRANSMISSION VERIFICATION REPORT

TIME : 12/16/2011 10:14
NAME :
FAX :
TEL :
SER.# : F9J154724

DATE, TIME	12/16 10:14
FAX NO./NAME	2248900
DURATION	00:00:28
PAGE(S)	02
RESULT	OK
MODE	STANDARD
	ECM

Superior Demolition, Inc.

764 Westland Drive
Lexington, KY 40504

859 255-3889
Fax 253-3261

npreston@windstream.net

FAX TRANSMITTAL FORM

To: PROFESSIONAL FENCE COMPANY
Name:
CC:
Phone:
Fax: 502 222-0329

From: Woody Preston
Date Sent: 12/5/2011
Number of Pages: 1

Message:

Please provide pricing for LFUCG Invitation to Bid #13202011 . View this project on the LFUCG economic engine.
Temporary fencing is to be 6' high stand alone type. Duration of the project will not exceed 60 days.

_____ I will be bidding this project.

_____ I will not be bidding this project.

Thank you,

Norman W. Preston, Jr. V.P.

No Response

TRANSMISSION VERIFICATION REPORT

TIME : 12/05/2011 14:21
NAME :
FAX :
TEL :
SER.# : F9J154724

DATE, TIME	12/05 14:21
FAX NO./NAME	15022220329
DURATION	00:00:19
PAGE(S)	01
RESULT	OK
MODE	STANDARD
	ECM

Superior Demolition, Inc.

764 Westland Drive
Lexington, KY 40504

859 255-3889
Fax 253-3261

npreston@windstream.net

FAX TRANSMITTAL FORM

To: DALLAS DEAN, INC.
Name:
CC:
Phone:
Fax: 859 734-7072

From: Woody Preston
Date Sent: 12/5/2011

Number of Pages: 1

Message:

Please provide pricing for LFUCG Invitation to Bid #13202011 . View this project on the LFUCG economic engine.
Temporary fencing is to be 6' high stand alone type. Duration of the project will not exceed 60 days.

_____ I will be bidding this project.

_____ I will not be bidding this project.

Thank you,

Norman W. Preston, Jr. V.P.

No Response

TRANSMISSION VERIFICATION REPORT

TIME : 12/05/2011 14:19
NAME :
FAX :
TEL :
SER.# : F9J154724

DATE, TIME	12/05 14:19
FAX NO./NAME	18597347072
DURATION	00:00:23
PAGE(S)	01
RESULT	OK
MODE	STANDARD
	ECM

Superior Demolition, Inc.

764 Westland Drive
Lexington, KY 40504

859 255-3889
Fax 253-3261

npreston@windstream.net

FAX TRANSMITTAL FORM

To: CEDAR VALLEY FENCING
Name:
CC:
Phone:
Fax: 859 987-1497

From: Woody Preston
Date Sent: 12/5/2011

Number of Pages: 1

Message:

Please provide pricing for LFUCG Invitation to Bid #13202011 . View this project on the LFUCG economic engine.
Temporary fencing is to be 6' high stand alone type. Duration of the project will not exceed 60 days.

_____ I will be bidding this project.

_____ I will not be bidding this project.

Thank you,

Norman W. Preston, Jr. V.P.

No Response

TRANSMISSION VERIFICATION REPORT

TIME : 12/05/2011 14:15
NAME :
FAX :
TEL :
SER.# : F9J154724

DATE, TIME	12/05 14:15
FAX NO./NAME	18599871497
DURATION	00:00:19
PAGE(S)	01
RESULT	OK
MODE	STANDARD
	ECM

Superior Demolition, Inc.

764 Westland Drive
Lexington, KY 40504

859 255-3889

Fax 253-3261

npreston@windstream.net

FAX TRANSMITTAL FORM

To: ATWOOD FENCE COMPANY

Name:

CC:

Phone:

Fax: 662 289-7463

From: Woody Preston

Date Sent: 12/5/2011

Number of Pages: 1

Message:

Please provide pricing for LFUCG Invitation to Bid #13202011 . View this project on the LFUCG economic engine.

Temporary fencing is to be 6' high stand alone type. Duration of the project will not exceed 60 days.

_____ I will be bidding this project.

_____ I will not be bidding this project.

Thank you,

Norman W. Preston, Jr. V.P.

No Response

TRANSMISSION VERIFICATION REPORT

TIME : 12/05/2011 14:13
NAME :
FAX :
TEL :
SER.# : F9J154724

DATE, TIME	12/05 14:12
FAX NO./NAME	16622897463
DURATION	00:00:22
PAGE(S)	02
RESULT	OK
MODE	STANDARD
	ECM

Superior Demolition, Inc.

764 Westland Drive
Lexington, KY 40504

859 255-3889
Fax 253-3261

npreston@windstream.net

FAX TRANSMITTAL FORM

To: BIG SANDY GUARD RAIL, INC.
Name:
CC:
Phone:
Fax: 606 432-~~3167~~ 3166

From: Woody Preston
Date Sent: 12/5/2011

Number of Pages: 1

Message:

Please provide pricing for LFUCG Invitation to Bid #13202011 . View this project on the LFUCG economic engine.
Temporary fencing is to be 6' high stand alone type. Duration of the project will not exceed 60 days.

_____ I will be bidding this project.

_____ I will not be bidding this project.

Thank you,

Norman W. Preston, Jr. V.P.

No Response

TRANSMISSION VERIFICATION REPORT

TIME : 12/05/2011 14:40
NAME :
FAX :
TEL :
SER.# : F9J154724

DATE, TIME	12/05 14:40
FAX NO./NAME	16064323166
DURATION	00:00:21
PAGE(S)	01
RESULT	OK
MODE	STANDARD
	ECM

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Superior Demolition Inc., 764 Westland Drive, Lexington KY 40504**

as Principal, hereinafter called the Principal, and **International Fidelity Insurance Company**

a corporation duly organized under the laws of the State of **New Jersey**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Lexington Fayette Urban County Government**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**

Dollars (\$ **5% of Bid**),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

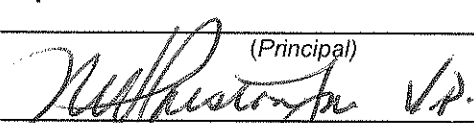
WHEREAS, the Principal has submitted a bid for **Demolition of Parking Garage**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this **20th** day of **December** **2011**

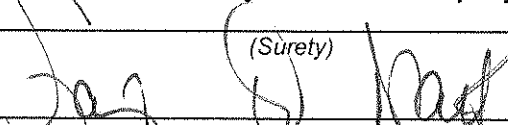

(Witness)

Superior Demolition Inc.

{ 
(Principal) (Seal)
(Title)


(Witness)

International Fidelity Insurance Company

{ 
(Surety) (Seal)
Sandy Q. Black, Attorney-in-Fact (Title)

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CHRIS P. BARNETT, WILLIAM F. COWGILL, TERESA L. ROBINSON, SANDY Q. BLACK

Lexington, KY.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



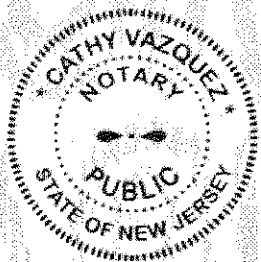
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals; and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20th day of December 2011

Assistant Secretary