



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: January 7, 2026

INVITATION TO BID #3-2026 Moveable Partition Wall Replacement

Bid Opening Date: January 28, 2026

Bid Opening Time: 2:00 PM

Type of Bid: Firm Bid

Pre Bid Meeting: January 13, 2026

Pre Bid Time: 11:00 am

Address: 195 Life Ln, Lexington, KY 40502

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **01/28/2026**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery located at: 195 Life Ln, Lexington, KY 40502

Bid Security and Performance Bond Required for all bids over \$50,000.

<input checked="" type="checkbox"/> Bid Specifications Met <u>N/A</u> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u>60</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Submitted by: KHAYES LIMITED
Firm Name

301 UNITED COURT STE 9

Address

LEXINGTON KY 40509

City, State & Zip

Bid must be signed: Kunte Hayes
(original signature) **Signature of Authorized Company Representative – Title**

KUNTE HAYES

Representative's Name (Typed or printed)

859-333-8887

Area Code - Phone – Extension *Fax #*

KUNTE@KHAYESLIMITED.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, K HAYES LIMITED, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is KUNTE HAYES and he/she is the individual submitting the bid or is the authorized representative of KHAYES LIMITED 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 Procurement 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. KUNTE HAYES *Kunte Hayes*

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Kunte Hayes on this the 27th day of January, 2026



My Commission expires: 11/20/29

Kenlyn Elisha Kelly
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 Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- 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, all parts to one vendor or all parts to multiple vendors.
- 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 Procurement. 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 submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- 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 for bids greater than \$50,000. 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.
- 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 contractor is required to comply with the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

- 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

LFUCG Non-Appropriation Clause

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

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

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

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

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

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

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

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

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

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

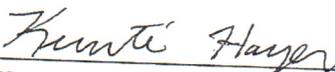
The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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.
- Section 503 of the Rehabilitation Act of 1973 states:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. 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 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.


Signature

KHAYES LIMITED
Name of Business

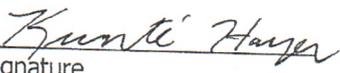
GENERAL PROVISIONS OF BID CONTRACT

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be

made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

01/27/2026

Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.

d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.

- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

**MOVEABLE PARTITION WALL REPLACEMENT
LEXINGTON SENIOR CITIZENS CENTER**

I. Scope of Work

The project consists of removing and replacing existing manually operated partition walls and track systems between Classrooms 180 and 181 also designated as Classrooms A and B at the Senior Citizens Ctr. located at 195 Life Ln, Lexington, KY 40502. Responders must field verify all dimensions prior to submitting a bid.

II. Project Requirements

The Awarded Contractor shall furnish all materials, equipment, machinery, tools, apparatus, means of transportation, licenses and labor necessary to complete the project. To meet the requirements for this project, the Contractor must complete the project in accordance with all specifications contained in this request for bid, including Scope of Work, retractable wall specifications and General construction specifications. Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within 180 working days. Bidder must agree also to pay \$250.00 per day thereafter deadline for final completion.

III. Specifications

- Each new retractable wall shall meet or exceed the specification noted in APPENDIX A as well as the following requirements:
- Be fully retractable into the designated nesting space as shown in the plans.
- Must operate smoothly with no binding.
- Each retractable wall must clearly span the entire width of each space with no projections or protrusions into rooms from perimeter walls.
- Each retractable wall must be of same manufacturer and design.

IV. Submittals

Responders shall provide a Statement of Qualifications that includes the following in the order they appear:

- A. Overview of company background, and identification of any subcontractors (if any) the contractor proposes to use on the contract.
- B. Corporate/individual qualifications and experiences.
- C. List of at least three (3) references including names, addresses, and telephone numbers. Contractor should include any governmental entity reference.
- D. Proposed Warranty Period - A minimum of Five (5) years is required.
- E. Proposed Timeline for Completion.

V. **Evaluation Criteria**

Responses to this proposal will be evaluated on the following criteria. All proposals submitted and accepted in accordance with this request for bid will be evaluated based on the following criteria (Total of 100 points), which are in no particular order:

- Contractor's Qualification and experience (IV – A & B), **15 Points**
- Previous experience on projects of similar scope and size (IV – C), **10 Points**
- References – **10 Points**
- Proposed Warranty Period, **10 Points**
- Timeline for Completion (Use the form provided in Appendix B) – **5 Points**,
- Cost – **50 Points**

Appendix A – Project Specifications

Specification - Section 10 22 26 (10650) Operable Partitions Acousti-Seal®

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Manually operated, paired panel operable partitions.
- B. Related Sections include the following:
 - 1. Division 03 Sections for concrete tolerances required.
 - 2. Division 05 Sections for primary structural support, including pre-punching of support members by structural steel supplier per operable partition supplier's template.
 - 3. Division 06 Sections for wood framing & supports, and all blocking at head and jambs as required.
 - 4. Division 09 Sections for wall and ceiling framing at head and jambs.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified in writing by the operable partition manufacturer, as qualified to install the manufacturer's partition systems for work similar in material, design, and extent to that indicated for this Project.
- B. Acoustical Performance: Test operable partitions in an independent acoustical laboratory in accordance with ASTM E90 test procedure and classified in accordance with ASTM E413 to attain no less than the STC rating specified. Provide a complete and unedited written test report by the testing laboratory upon request.
- C. Preparation of the opening shall conform to the criteria set forth per ASTM E557 Standard Practice for Architectural Application and Installation of Operable Partitions.
- D. The operable wall must be manufactured by a certified ISO-9001-2015 company or an equivalent quality control system.
- E. Indoor Air Quality: Operable partition, movable wall manufacturer's non-wood products must meet the SCS Indoor Advantage™ Gold Certification or equivalent. This approval guarantees conformance to indoor air concentrations meeting Indoor Advantage Gold Indoor Air Quality Certified to SCS-105 v4.2-2023 Conforms to ANSI/BIFMA M7.1 and X7.1 and the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 conducted in an independent third-party air quality testing laboratory.

1.4 REFERENCE STANDARDS

- A. ASTM International
 - 1. ASTM E557 Standard Practice for Architectural Application and Installation of Operable Partitions.
 - 2. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
 - 3. ASTM C1036 - Standard Specification for Flat Glass.

K. Hayes Limited
Submittals
For
Moveable Partition Wall Replacement
Lexington Senior Citizens Center

Submittals

- A. K. Hayes Limited is a General Contracting Firm established in 2004 in Lexington, KY. We have multiple contracts in our past performance which include commercial interior fit-ups, waste water treatment plant construction, bridge construction, as well as Design/Build Construction.

Subcontractors- Moveable Partition Wall Replacement CIH Space Management

Demolition Cornerstone Demolition & Excavation LLC

Drywall/Bulkhead Big J Painting

- B. Please see the attached Resume' for Kunte Hayes President of K. Hayes Limited

C. References

1. Lexington Housing Authority Centre Meadows-Electrical Panel Replacement.
Total Contract: \$653,000.00 Contact: Mr. Thom Smith 859-983-2063
2. LFUCG Door Repairs at West Hickman Waste Water Treatment Plant.
Total Contract: \$101,237.99 Contact: Mr. Tom Hillbrand 859-749-7595
3. LFUCG Fleet Management Overhead Doors Replacement
Total Contract: \$453,503.91 Contact: Mr. Jamshid Baradaran 859-317-3497

- D. Proposed Warranty Period- 10 Years on Track, 8 years on panels.

- E. Proposed Timeline for Completion-22 working days.

KUNTE HAYES

Home Address
788 Caden Lane
Lexington, KY 40509
Phone: (859) 268-1443

Work Address
301 United Ct Ste 9
Lexington, KY 40509
Phone: (859) 333-8887

OBJECT:

To develop a general contracting firm that can complete projects on time, within budget and on schedule. Maintaining these goals will allow for business growth and success.

WORK EXPERIENCE:

01/2004 – Present K. Hayes Limited, 301 United Ct, Ste. 9, Lexington, KY 40509

Duties: Founder, owner and president of K. Hayes Limited. Responsible for all Construction management projects. The following is a detailed list of operations and responsibilities:

- 1) Primary responsibilities includes raising capital, ensuring proper legal and regulatory compliance.
- 2) Proposition bids within corporate capabilities, cash flow restrictions, and work schedule with vendors displaying good payment history and client relations.
- 3) Assess, evaluate and revise construction schedules for current projects as necessary.
- 4) Prepare bids by assessing production costs, overhead costs, and potential profitability.
- 5) Establish guidelines and procurement policies to allow for sustainable growth.
- 6) Network with owners, general contractors, engineering firms, architectural firms, City and government agencies on a continual basis to ensure constant workflow.
- 7) Develop and enforce quality control standards for employees and subcontractors.
- 8) Determine budget, payroll, overhead for workers compensation and general liability.
- 9) Consult and reference employee handbook and safety manuals for individual projects.
- 10) Conduct regular progress meeting and regarding safety and production issues.

Scope of Projects: Ft. Campbell – Contract W91248-08-A-0056 (1 Thru 13) Repairs
US. Corp of Engineers – Arms Vault Upgrade
Gene Snyder Courthouse Chambers Renovations
BGAD Operations of WWTP and WTP Initial year and Options year 1 and year 2
BGAD – Water Treatment Plant Upgrades
BGAD – Sewer Treatment Plant Repairs and Upgrades
Bluegrass Air Port Runway Contracts (1 thru 3)
BGAD Contract W22G1F-08-D-0006 IDIQ (1 thru 24) Maint & Repairs
VAMC Leestown Road Replace Underground Chilled Water Lines
Fort Knox Remediate Mold & Misc. Bldg Repairs
VA Medical Center – Freezer Deterioration
BGAD-IDIQ Maint. Contracts 2008-09
Fort Knox Bridges 3, 5, and 6 Repairs
Fort Knox Clarifier Repairs at Central WTP
Cave Run Lake Elevator Repairs

Fort Knox Lime Sludge Removal/Re-utilization
 Perry Co. Landfill Closure
 Campbellsville Landfill Closure
 Design/Build Storage Facilities
 Central Ky Landfill
 Score of Projects: Briar Hill Landfill Closure
 LFUCG Haley Pike Landfill
 Waller House Inn – Concrete Pad
 Red Line Properties - Grading
 Ballard Ford & Morton Streets Pumping Stations
 Corbin, KY Pump Station No. 30
 White Oak Sub-division paving and grading
 Still Meadows paving and grading

06/2004 – 08/2004 Brian Bell Contracting, 109 Branwood Lane, Nicholasville, KY 40356

Duties Supervised crews for home remodeling, made sure all work started on time and completed daily task to keep projects on schedule. The re-creation of various structural elements of homes.

04/2002- 08/2002 Webasto Sun Roofs, 2201 Innovation Drive, Lexington, KY 40508

Duties: Lead installer. Coordinated material delivery and production schedule. Assembly of sun roofs

09/2000-08/2001 Montgomery Wards, 200 Harrodsburg Road, Lexington, KY 40508

Duties: Sales person for automotive products. Made sure sales quotas were met by sales team.

EDUCATION: 1995-1996 University of Kentucky - Required freshman studies
 2000-2001 Lexington Community College Political Science

2004 Lexington Community College Architectural Technology Program including courses on construction design, material application, Field survey, engineered design, construction scheduling, estimating

Other Training: 40 Hrs. at BOWD – Developing Winning Construction Bids
 U. S. Army Corp of Engineers – Construction Quality Management for Contractors
 Hazwoper Training
 Permit-Required Confined Space
 First Aid and CPR

4. ASTM C1048 - Heat-Treated Flat Glass—Kind HS, Kind FT Coated and Uncoated Glass.
 5. ASTM E84 - Surface Burning Characteristics of Building Materials.
 6. ASTM E413 - Classification for Rating Sound Insulation
- B. Health Product Declaration Collaborative
1. Health Product Declaration Open Standard v2.1
- C. International Standards Organization
1. ISO 14021 - Environmental Labels and Declarations - Self-Declared Environmental Claims (Type II Environmental Labeling).
 2. ISO 14025:2011-10, Environmental Labels and Declarations - Type III Environmental Declarations - Principles and Procedures.
 3. ISO 14040:2009-11, Environmental Management - Life Cycle Assessment - Principles and Framework.
 4. ISO 14044:2006-10, Environmental Management - Life Cycle Assessment - Requirements and Guidelines.
 5. ISO 21930 – Sustainability in Buildings and Civil Engineering Works — Core Rules for Environmental Product Declarations of Construction Products and Services.
- D. Other Standards
1. ADA – Americans with Disabilities Act.
 2. ANSI Z97.1 - Safety Glazing Materials Used in Buildings.
 3. CPSC 16 CFR 1201 - Safety Standard for Architectural Glazing Materials.
 4. NEMA LD3 - High Pressure Decorative Laminates.

1.5 SUBMITTALS

- A. Product Data: Material descriptions, construction details, finishes, installation details, and operating instructions for each type of operable partition, component, and accessory specified.
- B. Shop Drawings: Show location and extent of operable partitions. Include plans, elevations, sections, details, attachments to other construction, and accessories. Indicate dimensions, weights, conditions at openings, and at storage areas, and required installation, storage, and operating clearances. Indicate location and installation requirements for hardware and track, including floor tolerances required and direction of travel. Indicate blocking to be provided by others.
- C. Setting Drawings: Show imbedded items and cutouts required in other work, including support beam punching template.
- D. Samples: Color samples demonstrating full range of finishes available by architect. Verification samples will be available in same thickness and material indicated for the work.
- E. Reports: Provide a complete and unedited written sound test report indicating test specimen matches product as submitted.
- F. Create spaces that are healthy for occupants.
 1. Furnish products and materials with Health Product Declaration (HPD), Manufacturer Inventory, or other material health disclosure documentation. Products without an HPD or other disclosure documentation are not acceptable.
- G. Furnish materials that generate the least amount of pollution.
 1. Furnish products and materials that have third party verified environmental product declarations (EPD's). Consider products and materials that have optimized environmental performance (reduced life cycle impacts). Products without an EPD or other disclosure documentation are not acceptable.

- H. Buy American: Folding door to be manufactured in the United States in compliance with applicable U.S. Federal Trade Commission (FTC) and U.S. Customs Service and Border Protections regulations and be labeled "Made in America".

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Clearly mark packages and panels with numbering systems used on Shop Drawings. Do not use permanent markings on panels.
- B. Protect panels during delivery, storage, and handling to comply with manufacturer's direction and as required to prevent damage.

1.7 WARRANTY

- A. Provide written warranty by manufacturer of operable partitions agreeing to repair or replace any components with manufacturing defects.

PART 2 – PRODUCTS

2.1 MANUFACTURERS, PRODUCTS, AND OPERATION

- A. Manufacturers: Subject to compliance with requirements, provide product by the following:
 - 1. Modernfold, Inc.
- B. Doors to be manufactured in the U.S.A.
- C. Products: Subject to compliance with the requirements, provide the following product:
 - 1. OP-01: Acousti-Seal Legacy – Paired Panel (932) manually operated paired panel operable partition.

2.2 OPERATION

- A. OP-01: Acousti-Seal Legacy – Paired Panel (932): Series of paired flat panels hinged together in pairs, manually operated, top supported with operable floor seals.
- B. Final Closure:
 - 1. OP-01: Horizontally expanding panel edge with removable crank

2.3 PANEL CONSTRUCTION

- A. OP-01: Nominal 3-inch (76mm) thick panels in manufacturer's standard 48-inch (1220mm) widths. All panel horizontal and vertical framing members fabricated from minimum 16-gage formed steel with overlapped and welded corners for rigidity. Top channel is reinforced to support suspension system components. Frame is designed so that full vertical edges of panels are of formed steel and provide concealed protection of the edges of the panel skin.
- B. Panel skin shall be:
 - 1. OP-01: Roll-formed steel wrapping around panel edge. Panel skins shall be lock formed and welded directly to the frame for unitized construction. Acoustical ratings of panels with this construction minimum:
 - a. 50 STC
- C. Hinges for Panels, Closure Panels, Pass Doors, and Pocket Doors shall be:
 - 1. OP-01: Concealed laminated hinge with antifriction segments mounted between each heat-treated link. Hinge to be attached directly to panel frame. Welded internal hinge bracket shall support the hinge and allow for adjustment of hinge plates. Lifetime Warranty on hinges. Concealed hinges mounted into panel edge or vertical astragal are not acceptable.

- D. Panel Trim: No vertical trim required or allowed on edges of panels; minimal groove appearance at panel joints.
- E. Panel Weights:
 - 1. OP-01: 50 STC - 8 lbs./square foot

2.4 PANEL FINISH

- A. Panel finish shall be:
 - 1. OP-01: Reinforced vinyl with woven backing weighing not less than 20 ounces (567 grams) per lineal yard.
- B. Panel Trim: Exposed panel trim of one consistent color:
 - 1. OP-01: To Be Advised

2.5 SOUND SEALS

- A. Vertical Interlocking Sound Seals between panels: Roll-formed steel astragals, with reversible tongue and groove configuration in each panel edge for universal panel operation. Rigid plastic or aluminum astragals or astragals in only one panel edge are not acceptable.
- B. Horizontal Top Seals: Continuous contact extruded vinyl bulb shape with pairs of non-contacting vinyl fingers to prevent distortion without the need for mechanically operated parts.
- C. Horizontal bottom floor seals shall be:
 - 1. OP-01: A2 - Automatic operable seals providing nominal 2-inch (51 mm) operating clearance with an operating range of +1/2-inch (13 mm) to -1-1/2 inch (38 mm) which automatically drop as panels are positioned, without the need for tools or cranks.

2.6 SUSPENSION SYSTEM

- A. OP-01: #17 Suspension System
 - 1. Suspension Tracks: Minimum 11-gauge, 0.12-inch (3.04mm) roll-formed steel track, suitable for either direct mounting to a wood header or supported by adjustable steel hanger brackets, supporting the load-bearing surface of the track, connected to structural support by pairs of 0.38-inch (10mm) diameter threaded rods. Aluminum track is not acceptable.
 - a. Exposed track soffit: Steel, integral to track, and pre-painted off-white.
 - 2. Carriers: One all-steel trolley with steel tired ball bearing wheels per panel (except hinged panels). Non-steel tires are not acceptable.

2.7 OPTIONS

- A. (NONE SELECTED)

PART 3 – EXECUTION

3.1 INSTALLATION

- A. General: Comply with ASTM E557, operable partition manufacturer's written installation instructions, Drawings and approved Shop Drawings.
- B. Install operable partitions and accessories after other finishing operations, including painting have been completed.
- C. Match operable partitions by installing panels from marked packages in numbered sequence indicated on Shop Drawings.
- D. Broken, cracked, chipped, deformed or unmatched panels are not acceptable.

3.2 CLEANING AND PROTECTION

- A. Clean partition surfaces upon completing installation of operable partitions to remove dust, dirt, adhesives, and other foreign materials according to manufacturer's written instructions.
- B. Provide final protection and maintain conditions in a manner acceptable to the manufacturer and Installer that ensure operable partitions are without damage or deterioration at time of Substantial Completion.

3.3 ADJUSTING

- A. Adjust operable partitions to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Lubricate hardware and other moving parts.

3.4 EXAMINATION

- A. Examine flooring, structural support, and opening, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of operable partitions. Proceed with installation only after unsatisfactory conditions have been corrected.

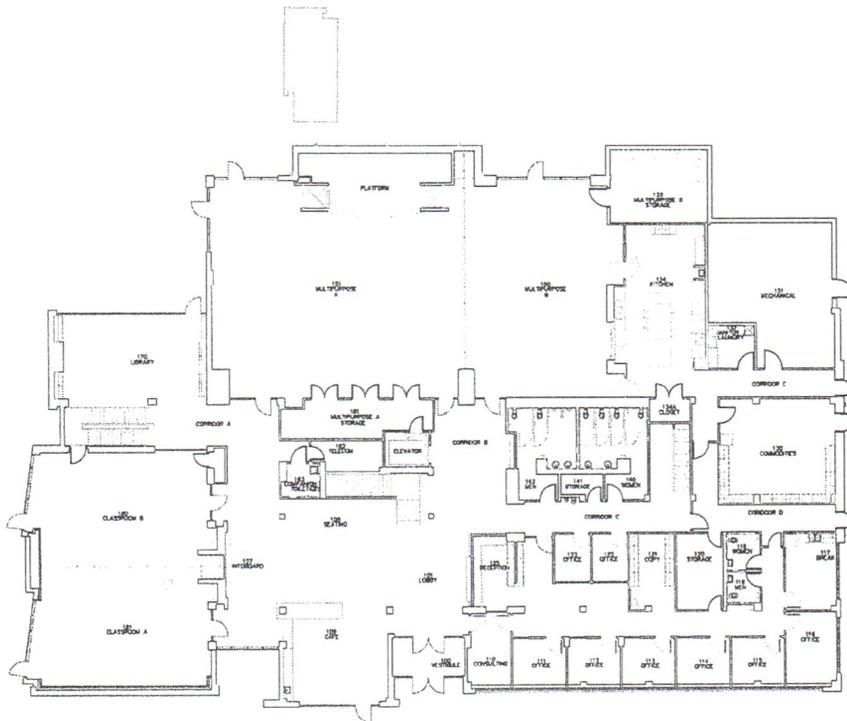
3.5 DEMONSTRATION

- A. Demonstrate proper operation and maintenance procedures to Owner's representative.
Provide Operation and Maintenance Manual to Owner's representative

Appendix B – Proposed Project Timeline

Note: Please provide the estimated duration for each task highlighted below.

<i>Task</i>	<i>Duration (Days)</i>	<i>Resources</i>
Project Advertisement & Award	25	LFUCG
Official Award Date	1	LFUCG
Construction Phase Start	1	N/A
Parts and Material Ordered & Lead Time	56-70 days	Contractor
Material Delivery Date	1	Contractor
Mobilization	1	Contractor
Demolition	2	Contractor
New System Installation	22	Contractor
Substantial Completion (Official Start of Warranty)	18	Contractor
Punch List Period	1	Contractor
Final Completion	1	Contractor
Single Pay Request Submitted	1	Contractor
Pay Request Approved & Completed	30	LFUCG
Project Closed	0	LFUCG



Senior Citizen's Center
First Floor

NET AREA
19,725 SF.

Lexington-Fayette Urban County Government
Division of Facilities Management
1555 Old Frankfurt Pike
Lexington, KY 40504
PHONE: (606) 259-3920 FAX: (606) 259-3925



First Floor
Senior Citizen's Center
195 Life Lane, Lexington KY 40502
Floor Plan

APPROVED BY:

DATE:

DRAWN BY:

CHECKED BY:

REVISION:

WORK ORDER NO.:

SHEET NO.:

A-1

1.21 BID BOND

BID BOND

Bond Number: na

KNOW ALL MEN BY THESE PRESENTS, that we K. Hayes Limited

as principal (the "Principal") and The Gray Casualty & Surety Company

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

as obligee (the "Obligee"), in the penal sum of Five Percent (5%) of the amount of the bid----- dollars 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 Moveable Partition Wall Replacement LFUCG Bid No. 3-2026

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within ninety (90) days after opening, 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, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum 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. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 28th day of January, 2026 .

WITNESS / ATTEST:

Hamlyn Kelly
Principal (Secretary)

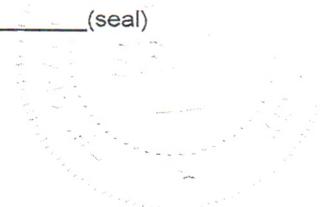
K. Hayes Limited
Principal

By: Kevin Hayes (seal)
Name:
Title:

KB
Surety (Secretary)
Kevin H. Bowling, Attorney-in-Fact

The Gray Casualty & Surety Company
Surety

By: Thomas J. Mitchell (seal)
Name: Thomas J. Mitchell
Title: Attorney-in-Fact



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: na **Principal:** K. Hayes Limited

Project: Moveable Partition Wall Replacement LFUCG Bid No. 3-2026

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Andrew Mucci, Adam Terry, Kevin H. Bowling, William A. Kantlehner III, Thomas J. Mitchell, Ryan P. Mitchell, Andrew G. Windhorst, Chris vonAllmen, Andrea Cortes, William A. Kantlehner IV, and Elizabeth Dawson of Louisville, Kentucky jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President

The Gray Insurance Company

State of Louisiana

Cullen S. Piske

Cullen S. Piske
President

The Gray Casualty & Surety Company



ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of January, 2026.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of January, 2026.

Leigh Anne Henican



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: na **Principal:** K. Hayes Limited
Project: Moveable Partition Wall Replacement LFUCG Bid No. 3-2026

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Andrew Mucci, Adam Terry, Kevin H. Bowling, William A. Kantlehner III, Thomas J. Mitchell, Ryan P. Mitchell, Andrew G. Windhorst, Chris vonAllmen, Andrea Cortes, William A. Kantlehner IV, and Elizabeth Dawson of Louisville, Kentucky jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President

The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President

The Gray Casualty & Surety Company



State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of January, 2028.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of January, 2028.

Leigh Anne Henican





ADDENDUM #1

Bid Number: #3-2026

Date: January 14, 2026

Subject: Moveable Partition Wall Replacement

Address Inquiries to:
Sondra Stone
ssone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Due to activities scheduled at the Senior Center, demolition and installation cannot begin until April 16, 2026.
2. See attached pre-bid sign-in sheet.

Todd Slatin, Director
Division of Procurement

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 submittal.

COMPANY NAME: K. Hayes Limited
ADDRESS: 301 United Court Ste 9, Lexington, KY 40509
SIGNATURE OF BIDDER: Kante Hayn



