

PART III

Invitation to Bid No.

**Southland Park
Tennis Court Renovation**

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 2/2/2016

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

This Proposal Submitted by Tennis Technology Inc
PO Box 19709 Louisville, KY 40259
(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for Tennis Court Renovation, Southland having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the

Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

- Addendum No. 1 Date 1/27/16
- Addendum No. 2 Date 2/2/16
- Addendum No. Date
- Addendum No. Date
- Addendum No. Date
- Addendum No. Date
- Addendum No. Date
- Addendum No. Date

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

2. LEGAL STATUS OF BIDDER

Bidder Tennis Technology Inc

Date 2/2/2016

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

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

_____~~

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

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

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, Jeff Henderson, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jeff Henderson and he/she is the individual submitting the bid or is the authorized representative of Tennis Technology 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 the "Ethics Act."
 7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
- Further, Affiant sayeth naught.

[Signature]

(Affiant)

STATE OF Kentucky
COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jeff Henderson on this the 9th day of February, 2016.

My Commission expires: 9 February 2020

[Signature]

NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES

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

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. 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.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG reserves the right to accept base bids and/or alternates in any order in the best interest of the government. The LFUCG's decision on the bid amount is final.

Item No.	Description w/Unit Bid Price Written in Words	Unit	Total Bid Amount
1.	<p>Base Bid - Remove asphalt to gravel base. Compact base as necessary to ensure proctor density. Reset net standards re-sleeved in concrete. Apply new asphalt 1 1/2" base course, milled asphalt can be utilized in base course. Apply 1 1/2" of surface asphalt in accordance with attached "court spec". Replace galvanized fencing and posts. Color coat court. Environmental controls as listed in special considerations. All in accordance with Contract Documents</p> <p><u>NINETY</u> <u>NINE FIFTY FIVE</u> Dollars <u>NO</u> Cents</p>	LS	\$ <u>95,954.00</u>

Item No.	Description w/Unit Bid Price Written in Words	Unit	Total Bid Amount
2.	Add Alternate #1 Apply new asphalt with aramid fibers 1 1/4" base course, milled asphalt can be utilized in base course. Apply 1 1/4" of surface asphalt in accordance with attached "court spec" <u>THREE THOUSAND EIGHT NINETY</u> ^{FOUR} Dollars <u>NO</u> Cents	LS	\$ <u>3894.00</u>
3.	Add Alternate #2 Install welded connections for galvanized fence fabric in accordance with Contract Documents _____ Dollars _____ Cents	LS	\$ <u>NO BID</u>
4.	Add Alternate #3 Supply and install tennis court standards in accordance with Contract Documents <u>NO</u> ^{0.00} Dollars <u>NO</u> Cents	LS	\$ <u>0.00</u> <i>INCLUDED IN BASE</i>
5.	Add Alternate #4 Upgrade galvanized fence to vinyl coated fence fabric in accordance with Contract Documents <u>SIX HUNDRED EIGHTY EIGHT</u> Dollars <u>NO</u> Cents	LS	\$ <u>618.00</u>
6.	Add Alternate #5 Supply, assemble and install surface mount bench in accordance with Contract Documents <u>TWO THOUSAND EIGHT HUNDRED</u> Dollars <u>NO</u> Cents	LS	\$ <u>2800.00</u>

TOTAL OF ALL BID PRICES FOR Southland Park Tennis Court Renovation. In case of discrepancy, the amount shown in words will govern.

ONE HUNDRED THREE TWO SIXTY SIX
 _____ (\$ 103266.00)

LIST OF UNIT PRICES

The following List of Unit Prices is required by the Owner to be completely executed and submitted with each Bidder's Proposal. Each unit price shall include the furnishing of all labor, materials, supplies and services, and shall include all items of cost, overhead, and profit for the Contractor and any Sub-Contractors involved, and shall be used uniformly, without modification, for either additions or deductions from the Bid. These unit prices as established shall also be used to determine the equitable adjustment of the Contract Price in connection with changes, or extra work performed under the Contract. The "Rules of Measurement" set forth in the Special Conditions shall govern where volume units are concerned.

DESCRIPTION OF WORK	UNIT PRICE	
1. Silt Fence	<u>3.00</u>	LF
2. Grass Seed Mix	<u> </u>	AC
3. Straw Mulch	<u> </u>	SF
4. Concrete installed	<u>500.00</u>	CY
5. #57 stone	<u>22.00</u>	TN
6. Chain Link Fence Gate	<u>250.00</u>	EA
7. Court Color Coating	<u>4.25</u>	SY
8. Tennis Court Striping – 2"	<u>1.00</u>	LF
9. Asphalt Surface	<u>96.00</u>	TN
10. Asphalt Base	<u>95.00</u>	TN
11. Demolition & Removal or Bit. Concrete	<u>30.00</u>	CY

Submitted by:

Tennis Technology Inc
Firm

PO Box 19709
Address

Louisville, KY 40259
City, State & Zip

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


Signature of Authorized Company Representative – Title

Jeff Henderson
Representative/s Name (Typed or Printed)

502 969-8861 502 969 8871
Area Code – Phone – Extension Fax #

tenntech@bellsouth.net
E-Mail Address

OFFICIAL ADDRESS:

Tennis Technology Inc
PO Box 19709
Louisville, KY 40259

_____ (Seal if Bid is by Corporation)

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

Southland

5. **STATEMENT OF BIDDER'S QUALIFICATIONS**

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

1. Name of Bidder: Tennis Technology Inc
PO Box 19709
Louisville KY. 40259
2. Permanent Place of Business: 5510 Poplar Park Blvd.
Louisville, KY. 40228
3. When Organized: 1978
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:

<u>Loader</u>	<u>Trencher / Ditch litch</u>
<u>Backhoe</u>	<u>Compactors</u>
<u>Dump Truck</u>	<u>Various hand tools</u>
<u>Paver</u>	
<u>Skid Steer</u>	
<u>Auger</u>	

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

Lexon Insurance Company (Surety)

Signed:  (Representative of Surety)

8. The following is a list of similar projects performed by the Bidder. (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Various other Projects for L FUCB to date		
Silver Creek High School	Sellersburg, IN	527,523
Danville Board of Education	Danville, KY	386,103
North Posey High School	Poseyville, IN	174,00
Petersburg Park	Louisville, KY	294,880

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Maggoffin County Board of Education	Saylesville, KY	\$377007.30
Sun Valley Tennis Courts	Louisville, KY	\$159715.

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Jeff Henderson	President	38
William R Nunn	Project Manager	33
William T Milam	Project Manager	23
Mike Devore	Project Manager	13
Jose Lopez	Project Manager	8

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER).

6. 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 Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of Work</u>
1. <u>Asphalt</u>	Name: <u>McGloire Construction</u> <u>836 N. College St.</u> Address: <u>Herodsbours, KY. 40330</u>	<u>NO</u>	<u>27%</u>
2. <u>Fencing</u>	Name: <u>Myers Fencing Co.</u> <u>5001 Park Central Dr</u> Address: <u>Nicholasville, KY.</u> <u>40356</u>	<u>NO</u>	<u>13%</u>
3. _____	Name: _____	_____	_____
4. _____	Address: _____	_____	_____
5. _____	Name: _____	_____	_____
6. _____	Address: _____	_____	_____
7. _____	Name: _____	_____	_____
8. _____	Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 6-2016

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

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

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

Tennis Technology Inc
Company

[Signature]
Date 2-9-16

[Signature]
Company Representative

President
Title



LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # 6-2016

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

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

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

Tennis Technology Inc
 Company

2-9-16
 Date

[Signature]
 Company Representative

President
 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 6-2016

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

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

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

(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

Tennis Technology Inc
 Company
2-9-16
 Date

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

Bid/RFP/Quote # 6-2016
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From:	To:
Company Name:	Address:	
Federal Tax ID:	Contact Person:	

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

 Company

 Company Representative

 Date

 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 6-2016

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

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

11. **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of Tennis Technology Inc

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

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: Tennis Technology Inc Date: 2 / 2 / 2016

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	1	1						1	
Professionals									
Superintendents									
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	1		1						1
Skilled Craft	6	3				3		6	
Service/Maintenance	10	1		2		7		10	
Total:	18	4	1	2		10		17	1

Prepared By: Katherine Cox

13. EVIDENCE OF INSURABILITY

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

Names Insured: Tennis Technology Inc Employee ID: 502 969 8861
 Address: PO Box 19709 Louisville, KY 40259 Phone: 502 969 8861
 Project to be insured: Southland Park Tennis Court Renovation Bid G-2016

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4 1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 \$2,000,000	AUTO OWNERS	18988	A+H
SC-3, Section 2, Part 4 1 - see provisions	AUTO	\$2,000,000 per occ.	\$1,000,000	AUTO OWNERS	18988	A+H
SC-3, Section 2, Part 4 1 - see provisions	WC	Statutory w/ endorsement as noted	\$			

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

Agency or Brokerage: Louisville FOS Network Name of Authorized Representative: ERIC HEDTKE
 Street Address: 901 LILLY CREEK RD #201 Title: OWNER
 City: Louisville Ky State: Ky Zip: 40243 Authorized Signature: Eric Hedtke
 Telephone Number: 502 473 8660 Date: 2-4-16

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

IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.

13. EVIDENCE OF INSURABILITY

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

Name Insured: Tennis Technology Inc Employee ID: 502 969 8861
 Address: PO Box 19709 Louisville, KY 40259 Phone: 502 969 8861
 Project to be insured: Southland Park Tennis Court Renovation Bid C-2016

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	DGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$			
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000 per occ.	\$			
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/ endorsement as noted	\$4,000,000 E.L. Statutory Benefits	KY Associated General Contractors	KS55002	A- VII

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

Agency of Brokerage: Assured Partners LLC Name of Authorized Representative: Sara E. Orwick
2305 River Road Senior Account Executive
 City: Louisville State: KY Zip: 40206 Title: Senior Account Executive
 Telephone Number: 502-894-2100 Authorized Signature: [Signature] Date: 24-16

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

IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.

14. DEBARRED FIRMS

PROJECT NAME: Southland Park Tennis Court Renovation

BID NUMBER: 6-2016

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY**

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

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

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

Tennis Technology Inc
Name of Firm Submitting Bid


Signature of Authorized Official

President
Title

2-9-16
Date

15. DEBARMENT CERTIFICATION

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

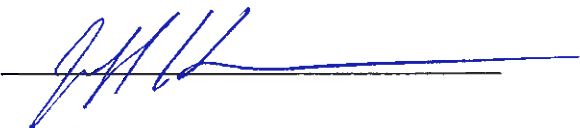
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

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

Firm Name: Tennis Technology Inc

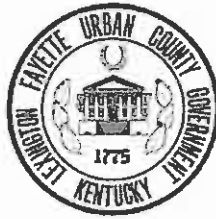
Project: Southland Park Tennis Court Renovation

Printed Name and Title of Authorized Representative: Jeff Henderson President

Signature: 

Date: 2-9-16

END OF SECTION



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#6-2016**

Date: January 27, 2016

Subject: **Southland Park Tennis Court Renovation**

Address inquiries to:
Kristie Thomas
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Bid Opening has been moved to February 5, 2016, 2:00pm.
2. Part IX Technical Specifications, Section 02613A Court Surface Paving, Part 1 General, Section A Quality Assurance, Item 3 Thickness has been edited to read as:

In-place compacted thickness will not be acceptable if exceeding following allowable variation from thickness shown on drawings.

Base course: 1 ½", nominal +/-
1 ¼" surface asphalt with aramid fibers
Surface course: 1 ½", nominal +/-
1 ¼" surface asphalt with aramid fibers

3. Part IX Technical Specifications, Section 02613A Court Surface Paving, Part 2 Materials, Gravel Aggregate has been edited to read as "6 inches compacted of Dense Grade Aggregate".
4. Disregard all gate references in Technical Specifications. Fence gates are not applicable in this project.
5. Part IX Technical Specifications, Section 02711 Chain Link Fences, Part 3 Products, Section D Performance Properties of the Product, Item 2 chart has been edited to read as:

	Diameter	SS40st/ft	6' Cantilever
Line posts	2"	2.280 lbs	195 lbs
End, corner post	3"	4.640 lbs	610 lbs
*Top rails	1-5/8"	1.836 lbs	135 lbs
*Braces	1-5/8"	1.836 lbs	135 lbs
*Gate frames	1-5/8"	1.836 lbs	135 lbs

- 6. Part IX Technical Specifications, Section 02831 Chain Link Fences and Gates – PVC Coated, Part 2 Products, 2.01 Materials, Section B Fabric – PVC Coated Item 1 has been edited to read as "Fabric shall be 9 gauge steel core wire".
- 7. Part IX Technical Specifications, Section 02831 Chain Link Fences and Gates – PVC Coated, Part 2 Products, 2.03 Components, Section A Fence Posts:

Type I-II

Line Post O.D.	Terminal Post O.D.
2"	3"

- 8. Revised site plan attached.
- 9. Pre-bid sign-in attached.



Todd Slatin, Director
Division of Central Purchasing

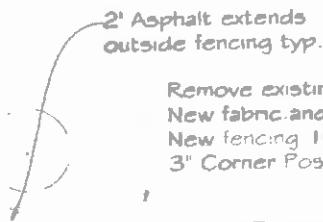
All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: TENNIS TECHNOLOGY INC

ADDRESS: PO Box 19709 Louisville KY 40299

SIGNATURE OF BIDDER: JAH

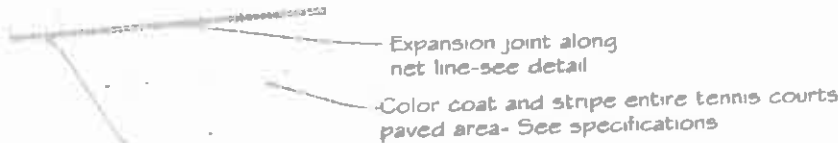
SEE SPECIFICATIONS-
SECTION 02613A COURT SURFACE PAVING
SECTION 025358 TENNIS COLOR COATING-NEW ASPHALT SURFACE



Remove existing fencing fabric & posts.
New fabric and posts to be installed.
New fencing 10', vinyl coated with
3" Corner Posts typ and 2" line posts typ.

Silt Fence
See LFUCG Stormwater manual
Fig 11-21

Pavement:
Complete mill to existing base. Verify base material to be min.
of 6", use millings as new base as needed.
New asphalt to be 3" (1.5" base coat, 1.5" surface coat).
Color coat per specs



Court posts & nets:
Remove, set aside and replace as part of base bid.
*Add alternate bid- supply new posts sleeved in
concrete with new adjustable nets- see specs

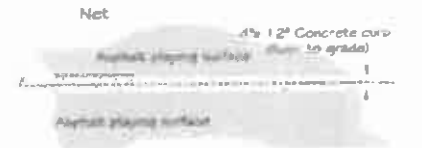
NOTE-
*All related work quantities to be measured
and confirmed by contractor

Plan

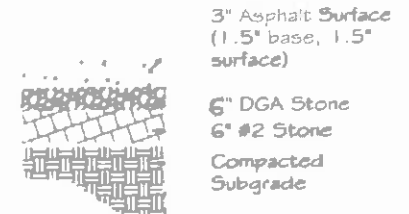


Notes:

1. Field verify all dimensions and grades.
2. Utilities shall be marked before any construction begins.
3. Site shall be kept clean and free of miscellaneous debris for the safety of park patrons.
4. All disturbed areas to be seeded and strawed upon completion of work.
5. Silt fence to remain in place until 90% cover is established- see fig 11-21 LFUCG Stormwater Manual



Expansion Joint Detail



Pavement Detail

Southland Park Tennis Resurfacing
LFUCG Division of Parks & Recreation

2015 Sept



Lexington Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: **#8-2016**

Date: February 2, 2016

Subject: **Southland Park Tennis Court Renovation**

Address inquiries to:
Kristie Thomas
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Bid Opening has been moved to February 9, 2016 at 2:00pm.
2. Court net line expansion joint work deleted. Revised site plan attached.

Todd Slain, Director
Division of Central Purchasing

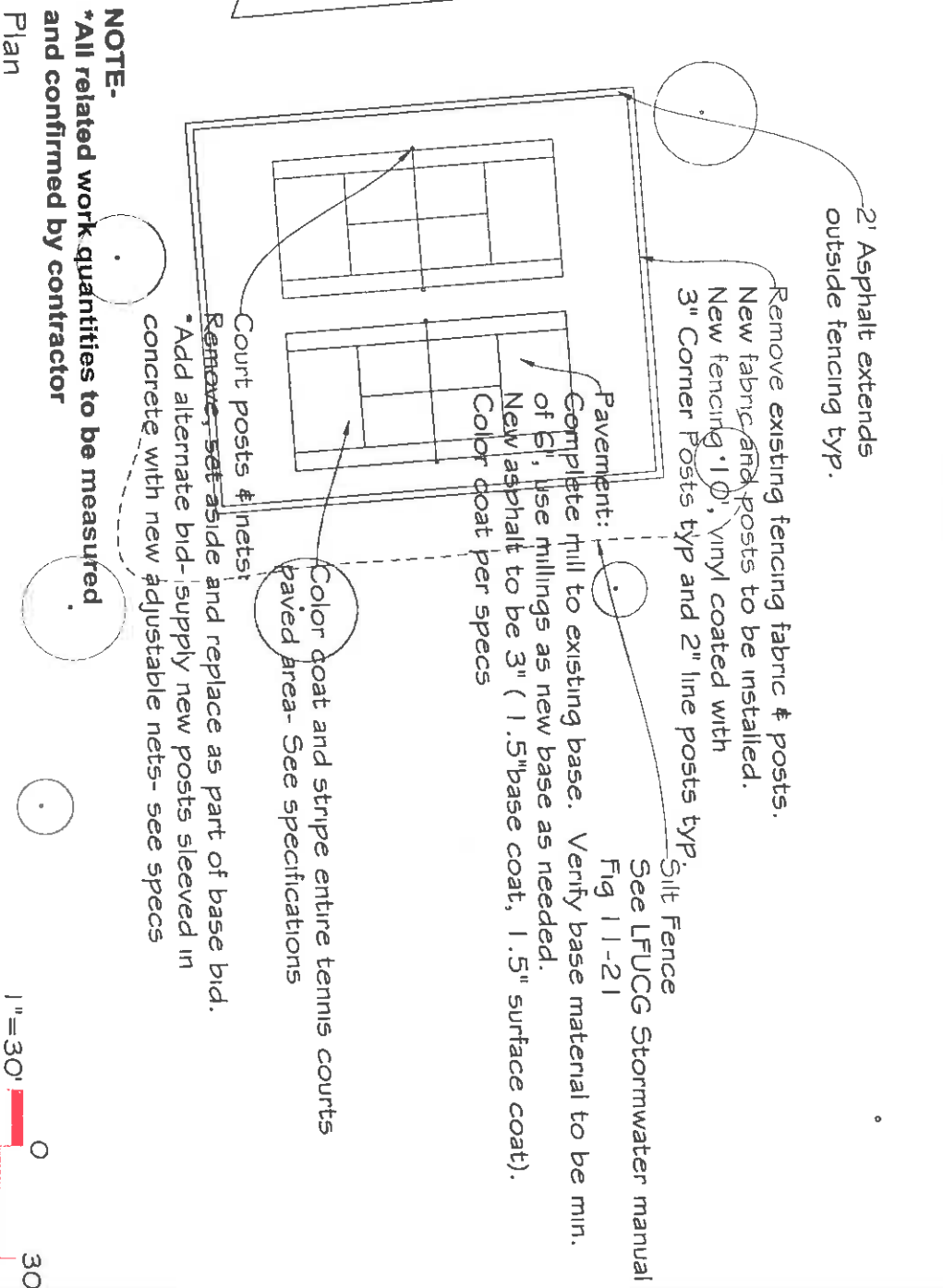
All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Tennis Technology Inc

ADDRESS: PO Box 19709 Louisville KY 40259

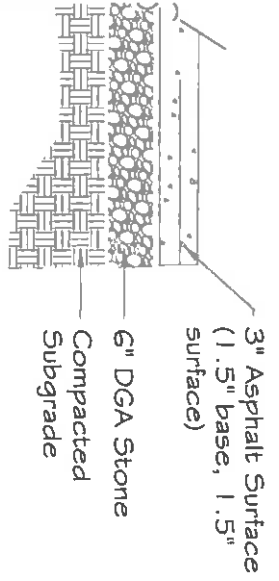
SIGNATURE OF BIDDER: _____

SEE SPECIFICATIONS-
SECTION 0261 3A COURT SURFACE PAVING
SECTION 02535B TENNIS COLOR COATING-NEW ASPHALT SURFACE



Southland Park Tennis Resurfacing
LFUCG Division of Parks & Recreation

- Notes:**
1. Field verify all dimensions and grades.
 2. Utilities shall be marked before any construction begins.
 3. Site shall be kept clean and free of miscellaneous debris for the safety of park patrons.
 4. All disturbed areas to be seeded and strawed upon completion of work.
 5. Silt fence to remain in place until 90% cover is established- see fig 11-21 LFUCG Stormwater Manual



Pavement Detail

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Tennis Technology, Inc
P. O. Box 19709
Louisville, KY 40259

SURETY:

(Name, legal status and principal place of business)

Lexon Insurance Company
10002 Shelbyville Rd., Suite 100
Louisville, KY 40223

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
Division of Purchasing
200 E. Main St., 3rd Fl., Room 308
Lexington, KY 40507

BOND AMOUNT: Five Percent of the Amount Bid

(\$ 5% of Bid)

PROJECT:

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

Southland Park Tennis Court Renovation

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

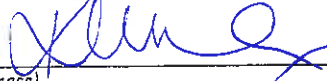
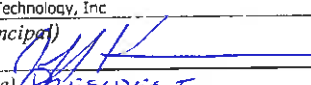

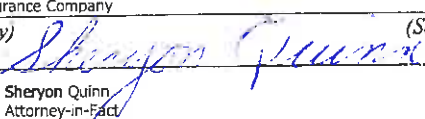
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

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

Signed and sealed this 9th day of February 2016

 (Witness)	_____ Tennis Technology, Inc (Principal) (Seal)
	 (Title) PRESIDENT
 (Witness)	_____ Lexon Insurance Company (Surety) (Seal)
	 (Title) Sheryon Quinn Attorney-in-Fact

Init.

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Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Jessica Nowlin, Theresa Pickerrell, Sheryon Quinn, Bonnie J. Wortham, Beth Frymire its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY



BY _____

David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY _____

Amy Taylor
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 9th Day of February, 2016.



BY _____

Andrew Smith
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."