

PART III

Invitation to Bid No. 106-2014

Isaac Murphy Memorial Art Garden Trailhead Project

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: June 20, 2014

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

This Proposal Submitted by Bluegrass Contracting Corporation
1075 Red Mile Rd, Lexington, KY 40504
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, 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 the Isaac Murphy Memorial Art Garden Trailhead Project 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.

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 **one hundred twenty (120) consecutive calendar days** thereafter. BIDDER further agrees to pay liquidated damages, the sum of **\$1,650.00** for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 6/6/14
Addendum No. 2 Date 6/11/14
Addendum No. 3 Date 6/12/14
Addendum No. 4 Date 6/12/14
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 Bluegrass Contracting Corporation

Date June 20, 2014

* 1. A corporation duly organized and doing business under the laws of the State of KY, for whom Mark W. Johnson, 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**

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
FOR BIDS AND CONTRACTS IN GENERAL:**

I. Each bidder or offeror swears and affirms under penalty of perjury, that:

a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

**FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR
FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):**

II. Each contractor further swears and affirms under penalty of perjury, that:

a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the

contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

BIDDERS AFFIDAVIT (LFUCG)

Comes the Affiant, Mark W. Johnson, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Mark W. Johnson and he/she is the individual submitting the bid or is the authorized representative of Bluegrass Contracting Corporation, 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 Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."

6. 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.

[Signature] _____
Signature Printed Name Mark W. Johnson

President _____
Title Date June 20, 2014

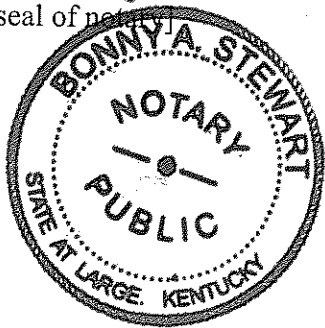
Company Name Bluegrass Contracting Corporation
Address 1075 Red Mile Rd, Lexington, KY 40504

Subscribed and sworn to before me by Mark W. Johnson President
(Affiant) (Title)

of Bluegrass Contracting this 20th day of June, 2014.
(Company Name) Corporation

Bonny A. Stewart
Notary Public

[seal of notary] My commission expires: 05/14/16



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.

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

The LFUCG's decision on the bid amount is final.

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or "or equal" items.

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

Payment:

Accepted quantities for Work shall be paid for at their respective Contract "Unit Price" as quoted (which shall be for all Work required under this Section) and paid per "Unit To Bid On" of specified "Description" satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the Work.

Digital Bid Submittals:

Bidders will also be required to submit a digital version of the Unit Prices and Total Amount Bid. The excel spreadsheet is available through the LFUCG's Economic Engine website (<https://lfucg.economicengine.com>). If there is a discrepancy between the digital and written versions, then the written version shall prevail.

TOTAL BASE BID AND DEDUCT ALTERNATE INSTRUCTIONS:

Contractor shall provide bids for the TOTAL BID AMOUNT and all DEDUCT ALTERNATES (as individually described) included in this FORM OF PROPOSAL and the Construction Documents. If TOTAL BID AMOUNT is within Owner's budget, Deduct Alternates may not be removed from the project. If any or all Deduct Alternates are selected by the Owner, they shall be selected and removed from the TOTAL BID AMOUNT in sequential order from #6 to #1 (i.e. #6 shall be removed first).

Total Base Bid Items

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price	Unit Price	Total Amount Bid
1.	1	LS	Maintain and Control Traffic Per Lump Sum Twenty thousand, nine hundred + eighty dollars & No cents	\$ 20,980.00	\$ 20,980.00
2.	1	LS	Construction Staking Per Lump Sum Seven thousand, six hundred + twenty dollars & no cents	\$ 7,620.00	\$ 7,620.00
3.	625	LF	Silt Fence Per Lineal Foot Three dollars & No cents	\$ 3.00	\$ 1,875.00
4.	1	LS	Excavation/Replacement On-Site Per Lump Sum Fifty five thousand dollars and No cents	\$ 55,000.00	\$ 55,000.00
5.	210	CY	Topsoil haul-In & Placement Per Cubic Yard Twenty six dollars & No cents	\$ 26.00	\$ 5,460.00
6.	225	LF	Remove Existing Concrete Curb Eight dollars & Forty cents	\$ 8.40	\$ 1,890.00
7.	200	LF	Remove Existing Concrete Curb and Gutter Per Lineal Foot Eighteen dollars & Seventy five cents	\$ 18.75	\$ 3,750.00
8.	205	SY	Remove Existing Concrete Sidewalk Per Square Yard Twenty two dollars & No cents	\$ 22.00	\$ 4,510.00
9.	270	SY	Remove Bituminous Pavement Per Square Yard Thirteen dollars + seventy five cents	\$ 13.75	\$ 3,712.50
10.	530	LF	Edge Key Per Lineal Foot Six dollars & Eighty cents	\$ 6.80	\$ 3,604.00

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price	Unit Price	Total Amount Bid
11.	130	LF	8" HDPE Storm Sewer Per Lineal Foot <i>Twenty three dollars & No cents</i>	\$ <u>73.00</u>	\$ <u>9,490.00</u>
12.	40	LF	4" Perforated Pipe Per Lineal Foot <i>Thirty one dollars & No cents</i>	\$ <u>31.00</u>	\$ <u>1,240.00</u>
13.	1	EA	Pipe Tie Into Existing Manhole/Storm Structure Per Each <i>One thousand, one hundred & sixty seven dollars & No cents</i>	\$ <u>1,167.00</u>	\$ <u>1,167.00</u>
14.	4	EA	Storm Drain Inlet Protection Per Each <i>Twenty five dollars & Twenty five cents</i>	\$ <u>75.25</u>	\$ <u>301.00</u>
15.	1	EA	Adjust Existing Drainage Structure @ park Per Each <i>Four hundred & four dollars & Fifty cents</i>	\$ <u>404.50</u>	\$ <u>404.50</u>
16.	1	EA	Adjust Existing Drainage Structure & Manhole @ corner Per Each <i>Four hundred & four dollars & Fifty cents</i>	\$ <u>404.50</u>	\$ <u>404.50</u>
17.	3	EA	Flush Box Hydrant Per Each <i>Two thousand, three hundred & eighty dollars & No cents</i>	\$ <u>2,380.00</u>	\$ <u>7,140.00</u>
18.	5	EA	Meter Box w/ Curb Stop and Valve Checks Per Each <i>One thousand, six hundred & sixty two dollars & No cents</i>	\$ <u>1,662.00</u>	\$ <u>8,310.00</u>
19.	1	EA	Reduced Pressure Zone Backflow Prevention Device Per Each <i>Two thousand, eight hundred & one dollars & No cents</i>	\$ <u>2,801.00</u>	\$ <u>2,801.00</u>
20.	2	EA	1" to 3/4" Water Line Reducer Per Each <i>One hundred & one dollars & No cents</i>	\$ <u>101.00</u>	\$ <u>202.00</u>
21.	4	EA	Water Line "Tee" Connections Per Each <i>One hundred dollars & No cents</i>	\$ <u>100.00</u>	\$ <u>400.00</u>
22.	180	LF	1" PVC Water Line Conduit Per Lineal Foot <i>Thirty two dollars and twenty five cents</i>	\$ <u>32.25</u>	\$ <u>5,805.00</u>
23.	80	LF	3/4" PVC Water Line Conduit Per Lineal Foot <i>Twenty nine dollars & No cents</i>	\$ <u>29.00</u>	\$ <u>2,320.00</u>
24.	10	CY	Flowable Fill Backfill Per Cubic Yard <i>One hundred & nineteen dollars & No cents</i>	\$ <u>119.00</u>	\$ <u>1,190.00</u>

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price	Unit Price	Total Amount Bid
25.	40	TON	Class 1 Bituminous Asphalt Surface Per Ton One hundred + eighteen dollars + No cents	\$ 118.00	\$ 4,720.00
26.	70	TON	Dense Grade Aggregate Per Ton Twenty nine dollars + No cents	\$ 29.00	\$ 2,030.00
27.	325	LF	Concrete Curb & Gutter Per Lineal Foot Thirty five dollars + Seventy five cents	\$ 35.75	\$ 11,618.75
28.	345	LF	Concrete Header Curb Per Lineal Foot Thirty four dollars + Fifty cents	\$ 34.50	\$ 11,902.50
29.	795	SY	Concrete Sidewalk Per Square Yard Fifty two dollars + Seventy five cents	\$ 52.75	\$ 41,936.25
30.	118	SF	ADA Detectable Warning Tile (Install Only) Per Square Foot Twenty six dollars + Twenty five cents	\$ 26.25	\$ 3,097.50
31.	622	SY	Permeable Pavers W/ Washed Stone Base (See Deduct Alternate #3) Per Square Yard Ninety six dollars + Fifty cents	\$ 96.50	\$ 60,023.00
32.	508	LF	Paver Edge Restraint (See Deduct Alternate #3) Per Lineal Foot Seven dollars and No cents	\$ 7.00	\$ 3,556.00
33.	500	SY	Temporary Seeding & Protection Per Square Yard One dollar + twenty cents	\$ 1.20	\$ 600.00
34.	1,175	SY	Sodding and Fine Grading Per Square Yard Seven dollars + sixty cents	\$ 7.60	\$ 8,930.00
35.	11	EA	2" B&B Caliper Large Shade Tree Per Each Four hundred + ninety dollars + No cents	\$ 490.00	\$ 5,390.00
36.	4	EA	6'-7' Ht. B&B Evergreen Tree (See Deduct Alternate #1) Per Each Four hundred + ninety dollars + No cents	490.00	1,960.00
37.	3	EA	6' Ht. B&B Medium Shade Tree (See Deduct Alternate #1) Per Each Four hundred + forty three dollars + Fifty cents	\$ 443.50	\$ 1,330.50

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price	Unit Price	Total Amount Bid
38.	3	EA	2" Caliper B&B Ornamental Shade Tree (See Deduct Alternate #1) Four hundred & forty Per Each three dollars & No cents	\$ 443.50	\$ 1,330.50
39.	25	EA	4'-5' Ht. B&B Large Shrub Per Each One hundred & twenty two dollars & Fifty cents	\$ 122.50	\$ 3,062.50
40.	31	EA	30" Ht. Small Shrub Per Each Ninety three dollars & Fifty cents	\$ 93.50	\$ 2,898.50
41.	558	EA	1 Gallon Container Ornamental Grasses Per Each Nineteen dollars & Twenty five cents	\$ 19.25	\$ 10,741.50
42.	200	EA	1 Gallon Container Perennials Per Each Nineteen dollars & Twenty five cents	\$ 19.25	\$ 3,850.00
43.	2,202	EA	1 Quart Container Groundcover Per Each Seven dollars & Thirty cents	\$ 7.30	\$ 16,074.60
44.	319	LF	Stone Seat Wall (21" Ht.) in Park See Also Deduct Alternate #2 Per Lineal Foot Two hundred & twenty five dollars & No cents	\$ 225.00	\$ 71,775.00
45.	23	LF	Stone Seat Wall (21" Ht.) at Corner of 3 rd St & Midland Ave. See Also Deduct Alternate #4 Per Lineal Foot Two hundred & twenty five dollars & No cents	\$ 225.00	\$ 5,175.00
46.	25	SY	Stone Steps Per Square Yard Two hundred & fifty seven dollars & No cents	\$ 257.00	\$ 6,425.00
47.	290	LF	Stone Seating (Amphitheater) Per Lineal Foot Two hundred & ten dollars & No cents	\$ 210.00	\$ 60,900.00
48.	43	LF	Stone Garden Entrance Wall with Stone Columns & Caps Per Lineal Foot	\$ 1,000.00	\$ 43,000.00
49.	2	EA	Limestone Panel with Engraved Letters for Garden Entrance Wall Per Each Two thousand, three hundred & thirty three dollars & No cents	\$ 2,333.00	\$ 4,666.00
50.	1	EA	Public Improvement Sign (LFUCG Standard) Per Each Eight hundred & thirty nine dollars and No cents	\$ 839.00	\$ 839.00

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price	Unit Price	Total Amount Bid
51.	1	LS	Bicycle Rack Hardware & Installation Per Lump Sum Thirteen thousand, two hundred + twenty dollars + No cents	\$13,220.00	\$13,220.00
52.	1	EA	Drinking Water Fountain w/ Bottle Filler & Pet Bowl Per Each Five thousand, seven hundred + seventy dollars + No cents	\$5,770.00	\$5,770.00
53.	1	EA	Stone Trash Receptacle Three thousand, five See Also Deduct Alternate #5 hundred + fifty eight Per Each dollars + No cents	\$3,558.00	\$3,558.00
54.	6	EA	Light Fixture "A" Per Each Two thousand, two hundred + twenty five dollars + No cents	\$2,275.00	\$13,650.00
55.	4	EA	Light Fixture "B" Per Each Two thousand one hundred + ninety three dollars + No cents	\$2,193.00	\$8,772.00
56.	6	EA	Light Fixture "C" Per Each Two thousand + eighty eight dollars + No cents	\$2,088.00	\$12,528.00
57.	1	EA	Photocell Per Each Eight hundred + twenty eight dollars + Fifty cents	\$828.50	\$828.50
58.	250	LF	Conduit and Wiring For Light Fixtures Per Lineal Foot Eleven dollars + seventy five cents	\$11.75	\$2,937.50
59.	7	EA	Junction Boxes Per Each Eight hundred + five dollars + No cents	\$805.00	\$5,635.00
60.	400	LF	Conduit and Wiring For Junction Boxes Per Lineal Foot Thirteen dollars + No cents	\$13.00	\$5,200.00
61.	40	LF	2-1/2" Conduit Riser on Utility Pole Per Lineal Foot Sixty two dollars + No cents	\$62.00	\$2,480.00
62.	228	LF	Install 4" Conduits for Future Use Per Lineal Foot Fifteen dollars + No cents	\$15.00	\$3,420.00
63.	40	LF	Underground Secondary Feeder Per Lineal Foot Fifty nine dollars + Fifty cents	\$59.50	\$2,380.00
64.	1	EA	Panel "A" Four thousand, four hundred Per Each + fifty six dollars + No cents	\$4,456.00	\$4,456.00

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price	Unit Price	Total Amount Bid
65.	1	EA	Electric Meter Base Per Each Two hundred + thirty three dollars + fifty cents	\$ 233.50	\$ 233.50
66.	1	EA	Grounding Mat Per Each Nine hundred + fifty six dollars + Fifty cents	\$ 956.50	\$ 956.50
67.	70	LF	TRAFFIC - Conduit - 1 1/2" (KYTC Item No. 4793) Per Lineal Foot Seventeen dollars + Fifty cents	\$ 17.50	\$ 1,225.00
68.	235	LF	TRAFFIC - Conduit - 2" (KYTC Item No. 4795) Per Lineal Foot Thirteen dollars + Twenty five cents	\$ 13.25	\$ 3,113.75
69.	235	LF	TRAFFIC - Trenching and Backfilling (KYTC Item No. 4820) Per Lineal Foot Seventeen dollars + Twenty five cents	\$ 17.25	\$ 4,053.75
70.	1220	LF	TRAFFIC - Cable No. 14/7C (KYTC Item No. 4845) Per Lineal Foot Two dollars + Forty cents	\$ 2.40	\$ 2,928.00
71.	55	TN	TRAFFIC - Mill 1 1/2" Bituminous Pavement Surface See Deduct Alternate #6 Per Ton Twenty five dollars + Fifty cents	\$ 25.50	\$ 1,402.50
72.	55	TN	TRAFFIC - Add 1 1/2" Bituminous Pavement Surface See Deduct Alternate #6 Per Ton One hundred + eighteen dollars + No cents	\$ 118.00	\$ 6,490.00
73.	450	LF	TRAFFIC - Add Thermoplastic Striping to Mill & Resurface Area of 3 rd Street and Intersection See Deduct Alternate #6 Per Lineal Foot Three dollars + Twenty cents	\$ 3.20	\$ 1,440.00
74.	625	LF	TRAFFIC - Add Thermoplastic Striping - Midland Ave. & Park Crosswalks Per Lineal Foot Three dollars + Twenty cents	\$ 3.20	\$ 2,000.00
75.	24	LF	TRAFFIC - Pavement Striping Removal - 12" (KYTC Item No. 6533) Per Lineal Foot Seven dollars + eighty five cents	\$ 7.85	\$ 188.40
76.	328	LF	TRAFFIC - Pavement Marking Thermoplastic Crosswalk Striping - 12" (KYTC Item No. 6566) Per Lineal Foot Seven dollars + eighty five cents	\$ 7.85	\$ 2,574.80
77.	54	LF	TRAFFIC - Pavement Marking Thermoplastic Stop Bar - 24" Wide (KYTC Item No. 6568) Per Lineal Foot Four dollars + thirty five cents	\$ 4.35	\$ 234.90

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price	Unit Price	Total Amount Bid
78.	4	EA	TRAFFIC - Pavement Marking Thermoplastic Thru/Right Arrow (KYTC Item No. 6574) ^{MWT} Per Each <i>Three hundred & twenty dollars & no cents</i>	\$ <u>320.00</u>	\$ <u>1,280.00</u>
79.	1	EA	TRAFFIC - Relocate Signal Head (KYTC Item No. 21659NN) Per Each <i>Three hundred & forty four dollars & fifty cents</i>	\$ <u>344.50</u>	\$ <u>344.50</u>
80.	1	EA	TRAFFIC - Span Mounted Sign (KYTC Item No. 23052NN) Per Each <i>Four hundred & seventy five dollars & no cents</i>	\$ <u>475.00</u>	\$ <u>475.00</u>
81.	4	EA	TRAFFIC - Sidewalk Ramp (KYTC Item No. 03290) Per Each <i>One thousand two hundred & seventy nine dollars & no cents</i>	\$ <u>1,279.00</u>	\$ <u>5,116.00</u>
82.	4	EA	TRAFFIC - Install Pedestrian Head LED - (Materials by KYTC) Per Each <i>Two hundred & thirty three dollars & fifty cents</i>	\$ <u>233.50</u>	\$ <u>934.00</u>
83.	1	EA	TRAFFIC - Install Signal - 3 Section LED - (Materials by KYTC) <i>Four hundred & eight dollars & fifty cents</i> Per Each	\$ <u>408.50</u>	\$ <u>408.50</u>
84.	4	EA	TRAFFIC - Install Pedestrian Detector - (Materials by KYTC) Per Each <i>Three hundred & twenty seven dollars & no cents</i>	\$ <u>327.00</u>	\$ <u>1,308.00</u>
85.	4	EA	TRAFFIC - Install Signal Pedestal - (Materials by KYTC) Per Each <i>Two hundred & four dollars & fifty cents</i>	\$ <u>204.50</u>	\$ <u>818.00</u>
86.	4	EA	TRAFFIC - Electrical Junction Box Type B - (KYTC Item No. 4811) Per Each <i>Five hundred & fifty four dollars & fifty cents</i>	\$ <u>554.50</u>	\$ <u>2,218.00</u>
87.	1	LS	Mobilization (Max 3% Allowed by KYTC) Per Lump Sum <i>Nineteen thousand, eight hundred dollars & no cents</i>	\$ <u>19,800.00</u>	\$ <u>19,800.00</u>
88.	1	LS	Demobilization (Max 1.5% Allowed by KYTC) Per Lump Sum <i>Nine thousand, nine hundred dollars & no cents</i>	\$ <u>9,900.00</u>	\$ <u>9,900.00</u>
89.	1	LS	Payment & Performance Bond Per Lump Sum <i>Six thousand dollars and no cents</i>	\$ <u>6,000.00</u>	\$ <u>6,000.00</u>

TOTAL OF ALL **BASE BID** PRICES FOR Isaac Murphy Memorial Art Garden Trailhead Project (Items 1 through 86) in number figures.

Six hundred & ninety seven thousand,
 six hundred & eighty six dollars
 AND Seventy cents

(\$ 697,686.⁷⁰)

Deduct Alternates #1 through #6 (Items 90-95)

DEDUCT ALTERNATE NO. 1: EVERGREEN TREES, MEDIUM SHADE TREES & ORNAMENTAL TREES

TOTAL BASE BID AMOUNT includes installation of all landscape materials.

DEDUCT the difference amount of all labor, tools, equipment and materials for the installation of four (4) evergreen trees, three (3) medium shade trees and three (3) ornamental trees.

90.	1	LS	Deduct Alternate #1 Evergreen, Medium Shade and Ornamental Trees <i>Three thousand, eight hundred dollars</i> Per Lump Sum <i>& no cents</i>	\$ 3,800.⁰⁰	\$ 3,800.⁰⁰
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DEDUCT ALTERNATE NO. 2: STONE SEAT WALL (21" HT.) AT AMPHITHEATER

DEDUCT the difference amount of all labor, tools, equipment and materials for the installation of approximately ninety eight (98) lineal feet of 21" height stone seat wall between the amphitheater and Midland Place.

91.	98	LF	Deduct Alternate #2 Delete Stone Seat Wall (21" Ht.) at Amphitheater <i>Two hundred dollars & No cents</i> Per Lineal Foot	\$ 200.⁰⁰	\$ 19,600.⁰⁰
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DEDUCT ALTERNATE NO. 3: 4" STAINED CONCRETE IN LIEU OF PERMEABLE UNIT PAVERS

TOTAL BASE BID AMOUNT includes installation of permeable unit pavers with paver edge restraint. For Deduct Alternate #3, in lieu of permeable unit pavers with paver edge restraint, provide all labor and materials for the installation of 4" stained concrete walkway (see detail E/L2.0).

DEDUCT the difference amount of all labor, tools, equipment and materials for the installation of 4" stained concrete walk in lieu of permeable unit pavers and paver edge restraint.

92.	622	SY	Deduct Alternate #3 Difference between 4" Stained Concrete Walk in lieu of Permeable Unit Pavers and Paver Edge Restraint <i>Twenty dollars & No cents</i> Per Square Yard	\$ 20.⁰⁰	\$ 12,440.⁰⁰
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DEDUCT ALTERNATE NO. 4: STONE SEAT WALL (21" HT.) AT CORNER OF 3RD ST. & MIDLAND AVE.

DEDUCT the difference amount of all labor, tools, equipment and materials for the installation of approximately TWENTY THREE (23) lineal feet of 21" height stone seat wall between the amphitheater and Midland Place.

93.	23	LF	Deduct Alternate #4 Delete 21" Ht. Stone Seat Wall at 3 rd St. & Midland Ave. <i>Two hundred & twenty five</i> Per Lineal Foot <i>dollars + no cents</i>	\$225.00	\$5,175.00
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DEDUCT ALTERNATE NO. 5: WABASH VALLEY LITTER RECEPTACLE IN LIEU OF STONE LITTER RECEPTACLE

TOTAL BASE BID AMOUNT includes installation of stone litter receptacle enclosure. For Deduct Alternate #5, in lieu of constructing stone litter receptacle enclosure, provide all labor and materials for the installation of Wabash Valley 32 gallon (LR305P) litter receptacle.

DEDUCT the difference amount of all labor, tools, equipment and materials for the installation of Wabash Valley 32 Gallon litter receptacle in lieu of stone litter receptacle enclosure.

94.	1	EA	Deduct Alternate #5 Difference between Wabash Valley 32 gallon litter receptacle in lieu of stone litter receptacle enclosure Per Each <i>Five hundred dollars + no cents</i>	\$500.00	\$500.00
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DEDUCT ALTERNATE NO. 6: PAVEMENT MILLING, RESURFACING AND RESTRIPIING OF 3RD STREET AND INTERSECTION

TOTAL BASE BID AMOUNT includes milling, resurfacing and thermoplastic restriping of 3rd Street and intersection as indicated in construction drawings and specifications.

DEDUCT the difference amount of all labor, tools, equipment and materials for the milling, resurfacing and thermoplastic restriping of 3rd Street and intersection as indicated in construction drawings and specifications. Striping included in DA #6 includes only the striping in mill & resurface areas. All other striping not included in DA#5.

95.	1	LS	Deduct Alternate #6 Delete asphalt pavement, milling and striping in mill/resurface area Per Lump Sum <i>Eight thousand dollars and no cents</i>	\$8,000.00	\$8,000.00
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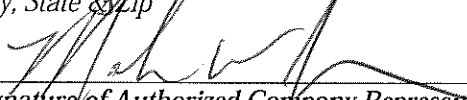
Submitted by:

Bluegrass Contracting Corporation
Firm

1075 Red Mile Road
Address

Lexington, KY 40504
City, State & Zip

Bid must be signed:
(original signature)


Signature of Authorized Company Representative - Title

Mark W. Johnson
Representative's Name (Typed or Printed)

(859) 231-0069
Area Code - Phone - Fax #

bqcc@windstream.net
E-Mail Address

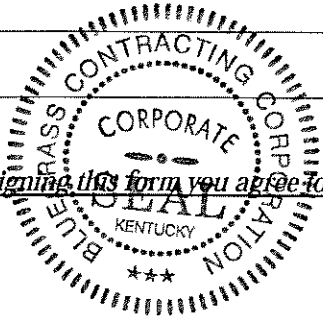
OFFICIAL ADDRESS:

1075 Red Mile Rd

Lexington, KY 40504

(Seal if Bid is by Corporation)

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



5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Bluegrass Contracting Corporation
2. Permanent Place of Business: 1075 Red Mile Rd, Lexington, KY 40504
3. When Organized: April 3, 1969
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:
See Attached Corporate Resume

(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:

North American Specialty Insurance Company (Surety)

Signed: Paula J. Teague (Representative of Surety)
Paula J. Teague, Atty-in-Fact

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>
See Attached Corporate Resume		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
OK/FEMA Flood Mitigation	Lexington, KY	5,404,486. ⁹⁵
LFUCG Clays Mill Rd Imp.	Lexington, KY	3,310,582. ³⁵
LFUCG Meadows Arlington Pk. 513	Lexington, KY	738,198. ⁷⁵
KYTC Owen County	Owen Co, KY	841,332. ⁰⁴

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>
See Attached Corporate Resume		

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>
<u>ProMark, Inc</u>	<u>Grades Drain w/Asph</u>	<u>✓</u>	<u>1.5%</u>
<u>Swan Seas Const</u>	<u>Sanitary Sewer/ Rd. Rehab</u>	<u>✓</u>	<u>10%</u>
<u>Cedar Valley Seeding</u>	<u>Sidewalk Replacement</u>	<u>✓</u>	<u>10%</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form 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)—all in accordance with the Bid Documents.

Respectfully submitted:

Bluegrass Contracting Corporation
(Name of Contracting Firm)

BY: Moham

TITLE: President

DATE June 20, 2014, 2011

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> Yes/No	<u>% of</u> Work
1. <u>Electric</u>	Name: <u>TEM Electric</u> Address: <u>Louisville, KY</u>	<u>Yes</u>	<u>10%</u>
2. <u>landscaping</u>	Name: <u>Cedar Valley Seeding</u> Address: <u>Paris, KY</u>	<u>Yes</u>	<u>8%</u>
3. _____	Name: _____ Address: _____	_____	_____
4. _____	Name: _____ Address: _____	_____	_____
5. _____	Name: _____ Address: _____	_____	_____
6. _____	Name: _____ Address: _____	_____	_____
7. _____	Name: _____ Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)

7. LIST OF MATERIALS/ SUPPLIERS

Bidders are hereby advised that this list must be complete and submitted with the Bid.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Item	Brand Name, Manufacturer and/or Supplier
1. Concrete Supplier	<u>Harcod Concrete</u>
2. Asphalt Supplier	<u>ATS</u>
3. Masonry Supplier	<u>Lexington Cut Stone</u>
4. Stone Supplier	<u>TBD</u>
5. Paver Manufacturer And Supplier	<u>Hydrastone</u>
6. Storm Sewers Manufacturer	<u>ADS</u>
7. Water Fountain/Hydrants/Lines Manufacturer	<u>TBD</u>
8. Bicycle Rack Manufacturer	<u>Forms + Surfaces</u>
9. Landscape Materials Supplier	<u>TBD</u>
10. Trash Receptacle (Alternate #2)	<u>TBD</u>

END LIST OF MATERIALS AND EQUIPMENT

8. DBE SUB-CONTRACTOR BIDDERS LIST

The Department of Transportation Federal Regulations requires that the Kentucky Transportation Cabinet provide a bidders list to be maintained in the Office of Personnel Management, Small Business Development Branch (49CFR 26:11) for each federally funded project awarded.

Project No.

List all quotes/bids received on this project.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. Cedar Valley
2. TEM
3. ProMark, Inc
- 4.
- 5.
- 6.
- 7.
- 8.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers contacted who did NOT submit quotes/bids for this project.

1. N/A
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

Non-DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. Renner Masonry
2. Angular Masonry
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

If you need additional space, please attach a separate page. If you need assistance regarding this form, please contact Melvin Bynes or Anita Hall at (502)564-3601.

9. CERTIFICATION FOR FEDERAL-AID CONTRACT

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the Improvements Project, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.
2. If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Bluesass Contracting Corporation

(Name of Individual, Co-Partnership, or Corporation submitting bid)

Mark W. Johnson
(Name of Officer or Authorized Agent)

President
(Title)

[Signature]
(Signature)

June 20, 2014
(Date)

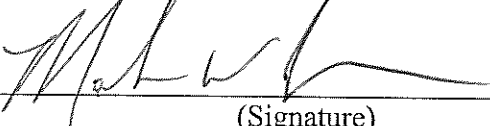
10. CERTIFICATION OF PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder, hereby certifies that he has, participated in previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he, filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Bluegrass Contracting Corporation
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Mark W. Johnson President
(Name of Officer or Authorized Agent) (Title)

 June 20, 2014
(Signature) (Date)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

11. CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO:

I, Mark W. Johnson, President
(Name of officer or Authorized Agent) (Title)

under penalty of perjury under the laws of the United States, do hereby certify that, except as noted below,

Bluegrass Contracting Corporation
(Name of Individual, Co-Partnership, or Corporation submitting bid)

any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntarily exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions: NONE

Bluegrass Contracting Corporation
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Mark W. Johnson President
(Name of Officer or Authorized Agent) (Title)

[Signature] June 20, 2014
(Signature) (Date)

12. CERTIFICATION OF BID PROPOSAL / DBE

We (I) proposed to furnish all labor, equipment and material necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made necessary revisions to the bid proposal. We have considered all addendum(s) in calculation of the submitted bid and applied the updated bid items, which are included.

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (DBE) in amount of 8 percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program."

Bluegrass Contracting Corporation

(Name of Individual, Co-Partnership, or Corporation submitting bid)

Mark W. Johnson

(Name of Officer or Authorized Agent)

President

(Title)

[Handwritten Signature]

(Signature)

June 20, 2014

(Date)

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.

13. KENTUCKY TRANSPORTATION CABINET – DBE PROVISIONS

KENTUCKY TRANSPORTATION CABINET – DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

SECOND TIER SUBCONTRACTS

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

It is the policy of the Lexington-Fayette Urban County Government ("LFUCG") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the LFUCG. To that end, the LFUCG will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The LFUCG, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to LFUCG contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the LFUCG.

Failure by the contractor to carry out these requirements is a material breach of its contract with the LFUCG, which may result in the termination of the contract or such other remedy as the LFUCG deems necessary.

DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract, as listed on the front page of the proposal, is the percentage of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in a least the percent of the contract as set forth above as goals for this contract.

OBLIGATION OF CONTRACTORS

If a formal goal has not been designated for the contract, all contractors are expected to meet LFUCG 10% MWDBE goal, unless otherwise stated. Contractor shall also consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

CERTIFICATION OF CONTRACT GOAL

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE ACCEPTED. These bids will not be considered for award by the LFUCG and they will be returned to the bidder.

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises ("DBE") in the amount of KYTC ___ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Lexington-Fayette Urban County Government related to participation and **Kentucky Transportation Cabinet** pertaining to the DBE Program."

DBEs utilized in achieving the DBE goal must be certified and pre-qualified for the work items at the time the bid is submitted.

DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, within 10 days of the letting. This is necessary before the LFUCG Division of Central Purchasing will review and make a recommendation. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Plan/Subcontractor Request.

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item, unit, quantity, unit price and total amount of the work to be performed by the individual DBE and the project bid number.
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE's certificate of insurance, and the Required Affidavit of Bidders, Offerors, and Contractors from the DBE to the LFUCG Division of Central Purchasing. The Required Affidavit of Bidders, Offerors and Contractors is included with these bid documents and should be returned with your bid. If the DBE is a supplier of materials for the project, a signed purchase order and a Required Affidavit for Bidders, Offerors, and Contractors must be submitted to the LFUCG Division of Central Purchasing.

Changes to DBE Participation Plans or DBE substitutions must be approved by the LFUCG Division of Central Purchasing. The LFUCG may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort documentation to satisfy the LFUCG that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the bid date. DBEs utilized in achieving the DBE goal must be certified and pre-qualified for the work items at the time the bid is submitted. One complete set of this information must be received in the office of the LFUCG Division of Central Purchasing no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the LFUCG considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Efforts documentation shall include, but may not be limited to information showing evidence of the following:

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by LFUCG to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting that are pre-qualified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are pre-qualified in the subcontracted areas, the bidder must notify the Minority Business Enterprise Liaison in the Division of Central Purchasing to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs 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 DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
- 8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
- 9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
- 10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
- 11 Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the LFUCG Division of Central Purchasing based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person with representatives from the Division of Central Purchasing. The bidder will be notified of the Division of Central Purchasing's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of Central Purchasing's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by Central Purchasing. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the LFUCG Division of Central Purchasing.

The LFUCG Division of Central Purchasing reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

PROMPT PAYMENT

- The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the LFUCG Division of Central Purchasing for work performed or materials furnished

CONTRACTOR REPORTING All Contractors must report on their progress in meeting the DBE requirement on any construction contracts. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the

Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers and show the documented proof.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

Photocopied payments and completed form to be submitted to:

**Office of Civil Rights and Small
Business Development 6th Floor
West 200 Mero Street Frankfort, KY 40622**

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the LFUCG Division of Central Purchasing policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the LFUCG Division of Central Purchasing.

01/18/2012

END OF SECTION

14. NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO:

I, Mark W. Johnson, President,
(Name of officer or Authorized Agent) (Title)

under penalty of perjury under the laws of the United States, do hereby certify that

Bluegrass Contracting Corporation
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

Mark W. Johnson President
(Name of Officer or Authorized Agent) (Title)
[Signature] June 20, 2014
(Signature) (Date)

15. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: See Attached Corporate Resume

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

16. EQUAL OPPORTUNITY AGREEMENT

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

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

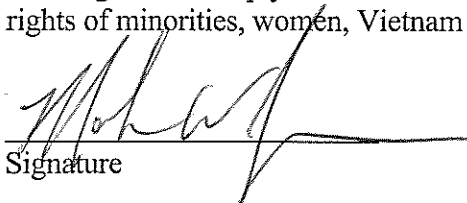
Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

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

Signature

Name of Business

 Bluegrass Contracting Corporation

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.

17. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Bluegrass Contracting Corporation 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.

Beany A. Stewart has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Officer may be reached by calling (859) 231-0069

Signature: _____

(Bidding Contractor)

Title: _____

Date: _____

18. WORKFORCE ANALYSIS FORM

Name of Organization: Bloegass Contracting Corporation Date: 6/20/14

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	1	1							
Professionals	1	1							
Superintendents	3	3							
Supervisors									
Foremen	12	12							
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	3		3						
Skilled Craft	42	36	1	3		2			
Service/Maintenance	1	1							
Total:	63	54	4	3		2			

Prepared By: Benny A. Stewart

19. EVIDENCE OF INSURABILITY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT

(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Blusgrass Contracting Corporation Employee ID: 61-0679440

Address: 1075 Red Mill Rd, Lexington, KY 40504 Phone: (859) 231-0069

Project to be insured: Isaac Murphy Memorial Art Center

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 Occ 2,000,000 Agg	Westfield Insurance Company	002382	A
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$ 1,000,000 CSL	Westfield Insurance Company	002382	A
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$ Statutory EL - \$4,000,000	KY AGC SIF	055002	A-

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: USI Insurance Services, LLC Walter M. Zolla Name of Authorized Representative

950 Breckenridge Lane, Suite 50 Vice President Title

Street Address: Louisville KY 40207 Authorized Signature

City: 502/815-5200 Date: June 19, 2014

State: Zip Telephone Number

Telephone Number

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.

20. DEBARRED FIRMS

PROJECT NAME: Isaac Murphy Art Garden Trailhead

BID NUMBER: 106-2014

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

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

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

The undersigned hereby certifies that the firm of Bluegrass Contracting Corp. 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.

Bluegrass Contracting Corporation
Name of Firm Submitting Bid


Signature of Authorized Official

President
Title

June 20, 2014
Date

21. DEBARMENT CERTIFICATION

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

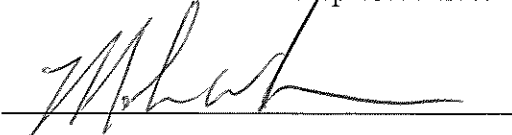
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 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: Bluegrass Contracting Corporation

Project: 106-2014 Isaac Murphy Memorial
Art Garden Trailhead

Printed Name and Title of Authorized Representative: Mark W. Johnson, President

Signature: 

Date: June 20, 2014

22. PROVISIONS RELATIVE TO SENATE BILL 258 (1994)

During the performance of the contract, the contractor agrees to comply with the applicable provisions of:

1. KRS 136 Corporation and Utility Tax
2. KRS 139 Sales and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous (5) years pursuant to the applicable statutes above are revealed as follows:

NONE

23. EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

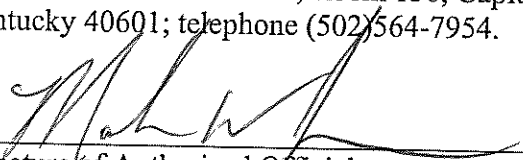
- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502)564-7954.



Signature of Authorized Official

President

Title

June 20, 2014

Date