

**INVITATION TO BID**

Bid Invitation Number: 46-2012

Date of Issue: 03/28/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **04/13/2012**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

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

Bids are to include all shipping costs to the point of delivery located at: 575 Byrd Thurman, Lexington, KY

Bid Security Required:  Yes  No      Performance Bond Required:  Yes  No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

<b>Commodity/Service</b>
<b>Renovation and Addition of Stockroom for Waste Management</b>
See specifications.

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

Submitted by:

\_\_\_\_\_ *CHURCHILL MCGRATH, LLC*  
Firm

\_\_\_\_\_ *1315 - C WEST MAIN ST*  
Address

\_\_\_\_\_ *LEXINGTON, KY 40508*  
City, State & Zip

\_\_\_\_\_ *NATHAN CHURCHILL - OWNER*  
Signature of Authorized Company Representative – Title

\_\_\_\_\_ *NATHAN CHURCHILL*  
Representative's Name (Typed or printed)

\_\_\_\_\_ *(859) 389-6976*                      \_\_\_\_\_ *(859) 389-6986*  
Area Code - Phone - Extension                      Fax #

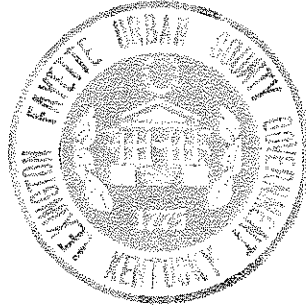
\_\_\_\_\_ *NCHURCHILL@CHURCHILLMCGRATH.COM*  
E-Mail Address

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

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

# Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

## INVITATION TO BID #46-2012

### Renovation and Addition of Stockroom for Waste Management

#### NOTICE TO BIDDERS

Bid Opening Date: April 13, 2012

Bid Opening Time: 2:00 PM

Address: 200 East Main Street  
3<sup>rd</sup> Floor, Room 338

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Pre Bid Meeting: April 4, 2012

Pre Bid Time: 2:30 pm

Address: 575 Byrd Thurman, Lexington, KY

**AFFIDAVIT**

Comes the Affiant, Nathan Churchill, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Nathan Churchill and he/she is the individual submitting the bid or is the authorized representative of

Churchill McBride, LLC

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

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

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

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

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

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

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

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF FAYETTE

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

by NATHAN CHURCHILL on this the 18 day

of APRIL, 2012.

My Commission expires: 3/31/15

  
NOTARY PUBLIC, STATE AT LARGE

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### Key Benefits

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

### **B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

### **C. GREEN COMMUNITY**

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

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

Yes X No \_\_\_\_\_

## II. Bid Conditions

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

**"Bid on #46-2012 Renovation and Addition of Stockroom for Waste Management"**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of xx percent of the bid price must be attached

hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.



SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

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

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

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

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

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

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

Section 503 of the Rehabilitation Act of 1973 states:

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

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

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

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

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

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

Bidders

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

Nathan Churchman
Signature

Churchman McBee, LLC
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Cherokee Mobile, LLC Date: 04 / 18 / 2022

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	2	2								2	
Professionals	2	2								2	
Superintendents	4	4								4	
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical	2		2							2	
Skilled Craft	3	3									3
Service/Maintenance											
Total:											

Prepared by: Walter Chavira - Owner  
Name & Title

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

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

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

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

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

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

**PART 1 - GENERAL**

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

**PART 2 - PROCEDURES**

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

### PART 3 - DEFINITIONS

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

### PART 4 - OBLIGATION OF BIDDER

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

### PART 5 - DOCUMENTATION REQUIRED

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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



**LFUCG—Economic Engine Listings**

Marilyn Clark  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**Commerce Lexington—**

Tyrone Tyra, Minority Business Development  
[tyra@commercelexington.com](mailto:tyra@commercelexington.com)  
859-226-1625

**Tri-State Minority Supplier Diversity Council**

Sonya Brown  
[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)  
502-625-0137

**Small Business Development Council**

Dee Dee Harbut /UK SBDC  
[ddharbut@uky.edu](mailto:ddharbut@uky.edu)

Shawn Rogers, UK SBDC

[Shawn.rogers@uky.edu](mailto:Shawn.rogers@uky.edu)

Shiree Mack

[smack@uky.edu](mailto:smack@uky.edu)

**Community Ventures Corporation**

James Coles  
[jcoles@cvcky.org](mailto:jcoles@cvcky.org)  
859-231-0054

**Kentucky Department of Transportation**

Shella Jarvis  
[Shella.Jarvis@ky.gov](mailto:Shella.Jarvis@ky.gov)  
502-564-3601

**KPAP**

Debbie McKnight  
[Debbie.McKnight@ky.gov](mailto:Debbie.McKnight@ky.gov)  
800-838-3266 or 502-564-4252

Bobbie Carlton

[Bobbie.Carlton@ky.gov](mailto:Bobbie.Carlton@ky.gov)

**Ohio River Valley Women's Business Council**

Rea Waldon  
[rwaldon@gcui.org](mailto:rwaldon@gcui.org)  
513-487-6534

**Kentucky Small Business Connect**

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

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

[www.nmsdc.org](http://www.nmsdc.org)

**LFUCG MBE/WBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 46-2012

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

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

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

CHURCHILL Mc GEE, LLC  
 Company  
04-18-2012  
 Date

NATHAN CHURCHILL  
 By  
OWNER  
 Title

**LFUCG MBE/WBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 46-2012

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

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

CHURCHILL MBE, LLC  
Company

04-18-2012  
Date

NATHAN CHURCHILL  
Company Representative

OWNER  
Title



**MBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 46-2012

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

Company Name <u>Churchill McGee, LLC</u>	Contact Person <u>NATHAN CHURCHILL</u>
Address/Phone/Email <u>1315 WEST MAIN ST SUITE C LEXINGTON KY 40508 NCHURCHILL@CHURCHILLMCGEE.COM</u>	Bid Package / Bid Date <u>#46-2012 04/18/2012</u>

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

(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.

Churchill McGee, LLC  
Company  
04/18/2012  
Date

Nathan Churchill  
Company Representative  
OWNER  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MBE/WBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 46-2012

Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

Project Name/ Contract # <u>46-2012</u> <u>STOCKROOM WASTE MANAGEMENT</u>	Work Period/ From: _____ To: _____
Company Name: <u>CHRISTIE McBRIDE, LLC</u>	Address: <u>1315 WEST MAIN ST - C, LEXINGTON, KY 40508</u>
Federal Tax ID: <u>06-1671229</u>	Contact Person: <u>NATHAN CHRISTIE</u>

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

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.

CHRISTIE McBRIDE, LLC  
Company

NATHAN CHRISTIE  
Company Representative

04-18-2012  
Date

OWNER  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 46-2012

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Cherokee Mobile, LLC  
Company

NATHAN CHARLETTA  
Company Representative

04-18-2012  
Date

OWNER  
Title

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

**Required Insurance Coverage**

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its

subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by OWNER.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance



programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### DEFAULT

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

Lexington-Fayette Urban County Government  
Request for Bid  
46-2012 Renovation and Addition of Stockroom for Waste Management

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of Addition of a stock room 1083 sq/ ft at Waste Management.
  - 1. Project Location: Waste Management Truck Shed, 575 Byrd Thurman, Lexington, KY 40504
  - 2. Owner: Lexington Fayette Urban County Government
- B. Owners Identification: The Contract Documents, dated March 2012, were prepared for Project by LFUCG, 101 Vine Street, Lexington, KY 40507, Facilities Management.
- C. Project Coordinator: Mark A. Arnold of Facilities Management (859) 258-3920. Pre bid question all go to Sondra Stone (859)258-3320.

1.2 WORK SEQUENCE

1.3 The Work shall be conducted in as specified on plans. Converting a truck bay into an enclosed stock room.

- A. Project Contractor Full-time Project Coordinator shall be experienced in administration and supervision of building construction, including plumbing, mechanical and electrical work.
  - 1. Coordination activities of Project Coordinator include, but are not limited to, the following:
    - a. Provide overall coordination of the Work.
    - b. Coordinate shared access to work spaces.
    - c. Coordinate product selections for compatibility.
    - d. Provide overall coordination of temporary facilities and controls.
    - e. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
    - f. Coordinate construction and operations of the Work with work performed by each contract.
    - g. Prepare Coordination Drawings to coordinate work by more than one contract.
    - h. Coordinate sequencing and scheduling of the Work. Include the following:
      - 1) Initial Coordination Meeting: At earliest possible date, arrange and conduct a meeting with separate contractors for sequencing and coordinating the Work; negotiate reasonable adjustments to schedules.

- 2) Prepare a combined Contractor's Construction Schedule for entire Project. Base schedule on Preliminary Construction Schedule. Secure time commitments for performing critical construction activities from separate contractors. Show activities of each contract on a separate sheet. Prepare a simplified summary sheet indicating combined construction activities of contracts.
- 3) Distribute copies of schedules to owner, and separate contractors.
- 4) Coordinate construction photography in first subparagraph below with Division 1 Section "Construction Progress Documentation" and "Photographic Documentation."
  - i. Provide quality-assurance and quality-control services specified
  - j. Coordinate sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections.
  - k. Provide information necessary to adjust, move, or relocate existing utility structures affected by construction.
  - l. Locate existing permanent benchmarks, control points, and similar reference points, and establish permanent benchmarks on Project site.
  - m. Provide field surveys of in-progress construction and site work Provide progress cleaning of common areas and coordinate progress cleaning of areas or pieces of equipment where more than one contractor has worked.
  - n. Provide progress cleaning of common areas and coordinate progress cleaning of areas or pieces of equipment where more than one contractor has worked.
  - o. Coordinate cutting and patching.
  - p. Coordinate protection of the Work.
  - q. Coordinate firestopping.
  - r. Coordinate preparation of Project Record Documents if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
  - s. Print and submit as built drawings
  - t. Collect Record Specification Sections from other contractors, collate Sections into numeric order, and submit complete set.
  - u. Coordinate preparation of operation and maintenance manuals if information from more than one contractor is to be integrated with information from other contractor is to be form one combined record.

#### 1.4 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
- B. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
  1. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

- C. Construction Photographs: Submit prints of each photographic view within days of taking photographs.
- D. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  - 5. Store products to allow for inspection and measurement of quantity or counting of units.
  - 6. Store materials in a manner that will not endanger Project structure.
  - 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 9. Protect stored products from damage.
- E. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
- F. Site: Maintain Project site free of waste materials and debris.
- G. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- H. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- I. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

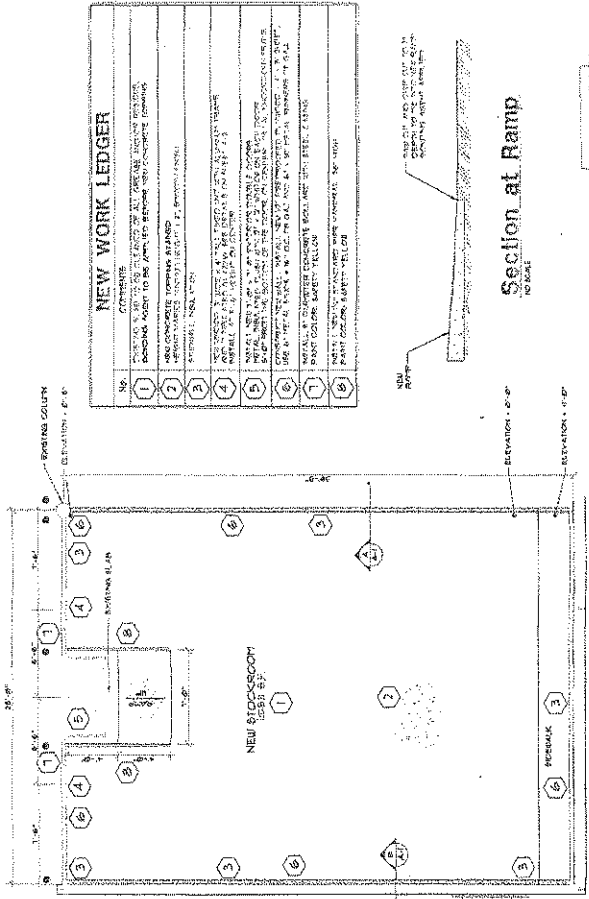
Bid Schedule

Lump Sum (all inclusive)

61,850.00  
\$ ~~57,850.00~~

~~Forty Seven~~ THOUSAND EIGHT HUNDRED FIFTY DOLLARS.  
SIXTY ONE

Pre-bid conference will be held on-site April 4, 2012, 2:30 pm. Questions on bidding should be directed to Sondra Stone, Division of Central Purchasing, 859.258.3320.

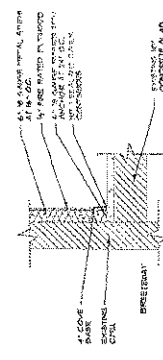


Proposed Floor Plan  
 1/8" = 1'-0"

NEW WORK LEDGER	
NO.	DESCRIPTION
1	CONCRETE
2	REINFORCING
3	FORMWORK
4	PAINT
5	MECHANICAL
6	ELECTRICAL
7	PLUMBING
8	MECHANICAL
9	ELECTRICAL
10	PLUMBING
11	MECHANICAL
12	ELECTRICAL
13	PLUMBING
14	MECHANICAL
15	ELECTRICAL
16	PLUMBING
17	MECHANICAL
18	ELECTRICAL
19	PLUMBING
20	MECHANICAL
21	ELECTRICAL
22	PLUMBING
23	MECHANICAL
24	ELECTRICAL
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42	ELECTRICAL
43	PLUMBING
44	MECHANICAL
45	ELECTRICAL
46	PLUMBING
47	MECHANICAL
48	ELECTRICAL
49	PLUMBING
50	MECHANICAL

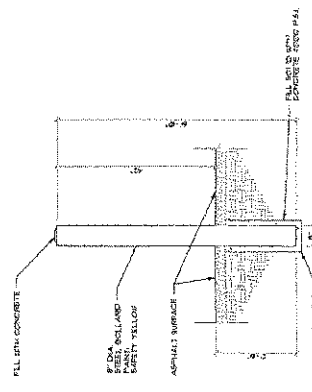
Section at Ramp  
 NO SCALE

TOTAL AREA  
 1685 SF

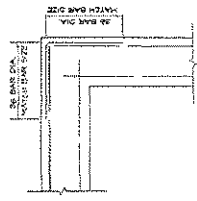


Section A-A  
 NO SCALE

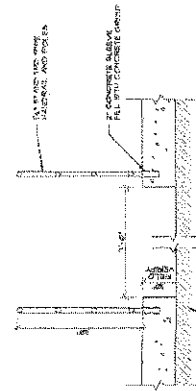
- GENERAL NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR STRUCTURAL CONCRETE AND REINFORCING STEEL.
  2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR MECHANICAL AND ELECTRICAL.
  3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR PLUMBING.
  4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR PAINT.
  5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR MECHANICAL.
  6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR ELECTRICAL.
  7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR PLUMBING.
  8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR PAINT.
  9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR MECHANICAL.
  10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR ELECTRICAL.



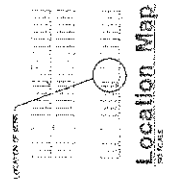
Bollard Detail  
 NO SCALE



Typical Corner Reinforcing Detail  
 NO SCALE



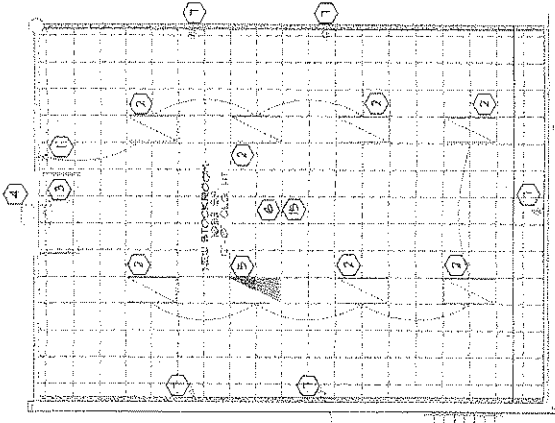
Section at Entrance  
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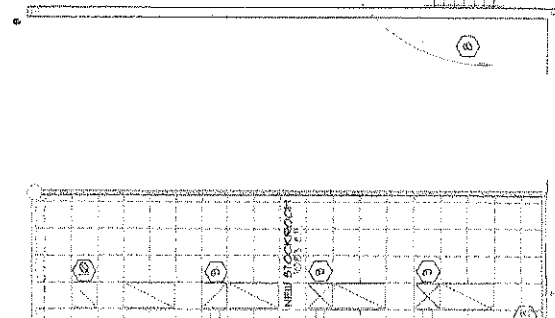
Location Map  
 NO SCALE



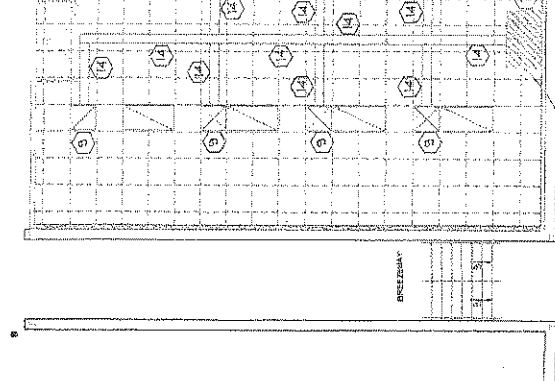
NEW WORK LEDGER	
NO.	COMMENTS
1	NEW 100' X 100' GABLE LIGHT ROOM
2	NEW 100' X 100' GABLE LIGHT ROOM
3	NEW 100' X 100' GABLE LIGHT ROOM
4	NEW 100' X 100' GABLE LIGHT ROOM
5	NEW 100' X 100' GABLE LIGHT ROOM
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19	NEW 100' X 100' GABLE LIGHT ROOM
20	NEW 100' X 100' GABLE LIGHT ROOM



Power and Reflected Ceiling Plan



HVAC Plan

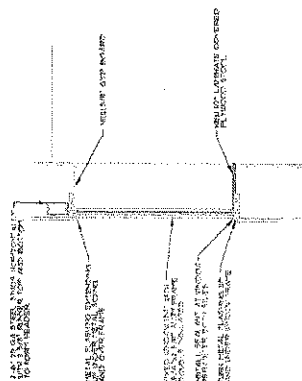


Window Jamb Detail

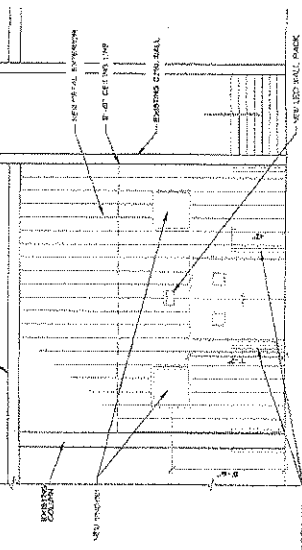
QUANTITY OF ELECTRICAL AND POWER COMPONENTS	
1	224 LED LIGHT FIXTURES
2	224 LED LIGHT FIXTURES
3	224 LED LIGHT FIXTURES
4	224 LED LIGHT FIXTURES
5	224 LED LIGHT FIXTURES
6	224 LED LIGHT FIXTURES
7	224 LED LIGHT FIXTURES
8	224 LED LIGHT FIXTURES
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20	224 LED LIGHT FIXTURES

LEGEND OF ELECTRICAL SYMBOLS	
1	224 LED LIGHT FIXTURES
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5	224 LED LIGHT FIXTURES
6	224 LED LIGHT FIXTURES
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18	224 LED LIGHT FIXTURES
19	224 LED LIGHT FIXTURES
20	224 LED LIGHT FIXTURES

LEGEND OF HVAC SYMBOLS	
1	224 LED LIGHT FIXTURES
2	224 LED LIGHT FIXTURES
3	224 LED LIGHT FIXTURES
4	224 LED LIGHT FIXTURES
5	224 LED LIGHT FIXTURES
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19	224 LED LIGHT FIXTURES
20	224 LED LIGHT FIXTURES



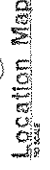
Section Thru Exterior Window



Partial Elevation A1

GENERAL NOTES:  
 1. ALL ELECTRICAL WORK TO BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).  
 2. ALL ELECTRICAL WORK TO BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).  
 3. ALL ELECTRICAL WORK TO BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).  
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 9. ALL ELECTRICAL WORK TO BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).  
 10. ALL ELECTRICAL WORK TO BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).  
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 15. ALL ELECTRICAL WORK TO BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).  
 16. ALL ELECTRICAL WORK TO BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).  
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 19. ALL ELECTRICAL WORK TO BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).  
 20. ALL ELECTRICAL WORK TO BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).

TOTAL AREA 1099 SF.	
1	100
2	100
3	100
4	100
5	100
6	100
7	100
8	100
9	100
10	100
11	100
12	100
13	100
14	100
15	100
16	100
17	100
18	100
19	100
20	100



Location Map





April 18, 2012

Brian Marcum, Director  
L.F.U.C.G., Division of Central Purchasing  
Renovation and Addition of Stockroom for Waste Management

Mr. Marcum;

This letter is to describe the steps Churchill-McGee, LLC has taken to attempt to satisfy the 10% D.B.E. goals set by Federal DOT 49CFR23.

Research:

1. First the "Certified D.B.E. Directory" compiled by the Kentucky Transportation Department was consulted for subcontractor information.
2. All contractors listed on Lynn Imaging's Bidder's List for the project were contacted and questioned about D.B.E. participation.
3. All contractors that submitted bids to Churchill-McGee were contacted and questioned about D.B.E. participation/qualification.
4. No D.B.E. certified contractors submitted bids to Churchill-McGee for work.

Qualifications for Subcontractor Selection:

1. Scopes of Work and Price Quotes submitted by all subcontractors and suppliers were compared for relative equivalence.
2. Churchill-McGee's past experience with subcontractors' and suppliers' quality was also considered.
3. Subcontractor bids were then selected according to price and quality criteria.

The limited availability of D.B.E./M.B.E./W.B.E. subcontractors in the area, and fierce competition for the work, resulted in 0 D.B.E. subcontractors selected for work. Further research since Bid Opening has yet to result in D.B.E. subcontractor selections.

Sincerely,

Nathan Churchill, Partner  
Churchill McGee, LLC





Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

ADDENDUM #1

Bid Number: 46-2012

Date: April 6, 2012


Subject: Renovation and Addition of Stock Room for Waste Management

Please address inquiries to:  
Sondra Stone, Buyer  
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

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

- 1) Floor should be stained with Grade 1 concrete stain.
- 2) Floor Plan A-1, New Work Ledger, No. 5, add "Yale brand hardware with deadbolt and vertical sliding bolt at top of other door" (see revised plan A-1).
- 3) Revised plan A-1 attached.
- 4) Pre-bid sign-in sheet attached.

  
Brian Marcum

Brian Marcum, Director  
Division of Central Purchasing

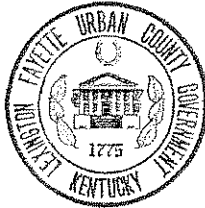
All other terms and conditions of the Bid and specifications are unchanged.  
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: CHURCHILL MCBBS, LLC

ADDRESS: 1315-L WEST MAIN ST LEXINGTON, KY 40508

SIGNATURE OF BIDDER: ~~BOB~~ NATHAN CHARLTON





Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

ADDENDUM #2

Bid Number: 46-2012

Date: April 9, 2012

Subject: Renovation and Addition of Stock Room for Waste Management

Please address inquiries to:  
Sondra Stone, Buyer  
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

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

- 1) The bid opening has been extended to April 18, 2012, 2:00 pm.
- 2) A final addendum and revised floor plan will follow.

Brian Marcum, Director  
Division of Central Purchasing

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

COMPANY NAME: CHAURCHILL MCGEE, LLC

ADDRESS: 1315-C WEST MAIN ST, LEXINGTON, KY 40508

SIGNATURE OF BIDDER: NATHAN CHURCHILL





Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

ADDENDUM #3

Bid Number: 46-2012

Date: April 10, 2012

Subject: Renovation and Addition of Stock Room for Waste Management

Please address inquiries to:  
Sondra Stone, Buyer  
(859) 258-3324

**TO ALL PROSPECTIVE BIDDERS:**

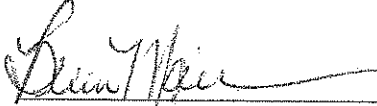
Please be advised of the following clarifications to the above referenced bid:

- 1) The finish concrete/topping surface is designed for 100# live load.
- 2) Section marks added to front wall on Plan A-1.
- 3) Existing sidewalk at the rear of new stock room should be cleaned but no new topping.
- 4) Typical Corner Reinforcing Detail has been removed from Plan A-1.
- 5) Stock room entrance doors and jamb does not need to be galvanized, door heads do not need HM fillers to prevent rusting out, doors will not require closures, large kick plates, door stops or non-removable pin ball bearing hinges. Lockset and dead bolt specs added to Plan A-1.
- 6) New concrete slab should contain control joints.
- 7) See Note 11, Plan A-2 for HVAC electrical specs.
- 8) Drywall note was replaced with plywood note in Window Detail, Plan A-2.
- 9) See Work Ledger #4 for outdoor lighting spec.
- 10) The door and bollard are to be painted with oil base, semi-gloss paint.
- 11) The existing height to bar joist is 18' at the highest point down to 12'-6", the front is 15' along beam.





- 12) The existing concrete slab will require blasting and a bonding agent.
- 13) Insulation installed on top of new acoustical ceiling is to be R-44 batt insulation.
- 14) Revised Plans A-1 and A-2 attached.

  
\_\_\_\_\_  
Brian Marcum, Director  
Division of Central Purchasing

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

COMPANY NAME: CHANCELLER MCGEE, LLC  
ADDRESS: 1315 - C WEST MAIN ST LEXINGTON, KY 40508  
SIGNATURE OF BIDDER: NATHAN CHANCELLER



**BID BOND**

The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Churchill McGee, LLC  
1315-C West Main St.  
Lexington, KY 40508

as Principal hereinafter called the Principal, and Old Republic Insurance Co.  
a corporation duly organized under the laws of the state of Pennsylvania as Surety, hereinafter called the Surety,  
are held and firmly bound unto Lexington Fayette Urban County Government-Division of Central Purchasing  
200 East Main St.  
Lexington, KY 40507

as Obligee, hereinafter called the Obligee, in the sum of 5% of amount bid

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

WHEREAS, the Principal has submitted a bid for Renovation and Addition of stock room for Waste Management

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for  
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference  
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of April, 2012

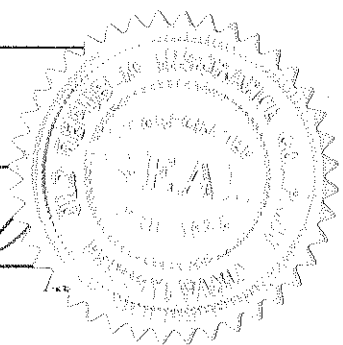
[Signature]  
Witness

Churchill McGee, LLC  
Principal (Seal)

By: [Signature]  
J. Patrick McGee (Member)

Old Republic Insurance Co.  
Surety

By: [Signature]  
Joseph P. Highland



[Signature]  
Witness





# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

**BENJAMIN J. MANN, JOSEPH P. HIGHLAND, JOYCE ANN NOONAN, OF LEXINGTON, KY**

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.**

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on May 12, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on May 12, 2010.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed twenty million dollars (\$20,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7TH day of DECEMBER, 2011.

OLD REPUBLIC INSURANCE COMPANY

Phyllis M Johnson  
Assistant Secretary



Gerald C Leach  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7TH day of DECEMBER, 2011, personally came before me, GERALD C. LEACH and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Nicole L Howe  
Notary Public

My commission expires: 12/02/2012

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

73-3062

Signed and sealed at the City of Brookfield, WI this 18th day of April, 2012



Jane E. Cherny  
Assistant Secretary

MANN SUTTON AND MCGEE LIMITED

**THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.**

