

PART III

Invitation to Bid No. 101-2018

OLD FRANKFORT PIKE SCENIC BYWAY VIEWING AREA

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 1-17-19

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

This Proposal Submitted by Meadowbrook Concrete, LLC
PO Box 314, Morehead, KY 40351
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as Meadowbrook Concrete, LLC, a limited liability company "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 Old Frankfort Pike Scenic Byway Viewing Area 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 as to be specified in the Notice to Proceed and to fully complete the project within **two-hundred and seventy**

PART III

FORM OF PROPOSAL

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(270) consecutive calendar days thereafter. This time of completion will take into account a shutdown period for Columbia Gas to relocate/raise an existing gas line running through the site. BIDDER further agrees to pay liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. #1 Date 12-20-18

Addendum No. #2 Date 1-7-19

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 Meadowbrook Concrete, LLC

Date 1-17-19

* 1. A ~~corporation~~ ^{company} duly organized and doing business under the laws of the State of Kentucky, for whom Robert Hatfield, bearing the official title of Managing Member, 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, Robert Hatfield, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Robert Hatfield and he/she is the individual submitting the bid or is the authorized representative of Meadowbrook Concrete, 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 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.

Robert Hatfield
Signature

Robert Hatfield
Printed Name

Managing Member
Title

1-17-19
Date

Company Name Meadowbrook Concrete, LLC

Address PO Box 314, Morehead, KY 40351

Subscribed and sworn to before me by Robert Hatfield
(Affiant)

Managing Member
(Title)

of Meadowbrook Concrete, LLC this 17th day of January, 2019.
(Company Name)

Mary Ann Williams
Notary Public
[seal of notary]

My commission expires: 3-15-22

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.

The Undersigned proposed to provide all materials and labor and do everything necessary to complete above-named project, all according to Contract Documents as prepared by CMW, Inc., 400 East Vine Street, Lexington, Kentucky, for the sum set out below.

NOTE: #1 - Award of the project will be based on the Base Bid and the Alternate will be an add to the Base Bid if funds are available. The LPA reserves the right to accept the Alternate for the bid price provided, after the contract has been signed, in the event additional funds become available.

#2 - Project will be awarded to the lowest responsive and responsible bidder.

#3 - Contractor to provide Traffic Control Coordinator meeting the requirements of KYTC.

BASE BID

Description	Unit	Qty.	Unit Price	Sub-Total
PROJECT MOBILIZATION	Not More Than 5% of Base Bid	1	\$ 12,320	\$ 12,320
EROSION CONTROL	L.S.	1	\$ 3,360	\$ 3,360
CLASS 'A' CONCRETE SIDEWALK AND BASE	S.Y.	65	\$ 151	\$ 9,815
BITUMINOUS PAVEMENT AND BASE	S.Y.	585	\$ 71	\$ 41,535
PERMEABLE PAVERS AND BASE	S.Y.	132	\$ 217	\$ 28,644
CONCRETE CURB AND GUTTER	L.F.	515	\$ 28	\$ 14,420
CONCRETE HEADER CURB	L.F.	20	\$ 22 ⁴⁰	\$ 448
CONCRETE EDGE RETRAINT AT PERMEABLE PAVERS	L.F.	72	\$ 33.60	\$ 2,419 ²⁰
PRECAST CONCRETE WHEELSTOP	EA.	2	\$ 56	\$ 112
ACCESSIBLE PARKING SIGN AND POST	EA.	1	\$ 784	\$ 784

ACCESSIBLE RAMP	EA.	2	\$ 1,120	\$ 2,240
PARKING LOT STRIPING	L.S.	1	\$ 224	\$ 224
STOP SIGN AND POST	EA.	1	\$ 392	\$ 392
PAVER WALK, BASE AND EDGE RESTRAINT	S.Y.	435	\$ 167	\$ 72,645
WOODEN FENCE PAINTED WHITE	L.F.	215	\$ 28	\$ 6,020
BENCH	EA.	5	\$ 2,400	\$ 12,000
36"x24" EXHIBIT PANEL AND BASE	EA.	17	\$ 1,680	\$ 28,560
36"x48" EXHIBIT PANEL AND BASE	EA.	1	\$ 2,117	\$ 2,117
24"x18" EXHIBIT PANEL AND BASE	EA.	1	\$ 1,310	\$ 1,310
48"x36" EXHIBIT PANEL AND BASE	EA.	1	\$ 2,128	\$ 2,128
PRECAST CONCRETE HEADWALL	EA.	2	\$ 2,688	\$ 5,376
PRECAST CONCRETE DOUBLE PIPE HEADWALL	EA.	1	\$ 4,144	\$ 4,144
PRECAST CONCRETE GRATED CURB INLET	EA.	2	\$ 868	\$ 1,736
YARD INLET	EA.	1	\$ 2,800	\$ 2,800
24" RCP PIPE AND BEDDING	L.F.	45	\$ 49	\$ 2,205
15" ADS PIPE AND BEDDING	L.F.	75	\$ 21	\$ 1,575
CLASS III STONE CHANNEL LINING	C.Y.	40	\$ 60	\$ 2,400
EARTHWORK	L.S.	1	\$ 31,360	\$ 31,360
TOPOIL STRIPING AND SPREADING	C.Y.	350	\$ 10	\$ 3,500
EROSION BLANKET	S.Y.	2,500	\$ 15 ¹²	\$ 37,800
GRASS SEED AND STRAW MULCH	S.Y.	3,200	\$ 1 ¹²	\$ 3,584
SOD	S.Y.	1,090	\$ 35 ²⁸	\$ 38,455 ²⁰

TREE W/ MULCH AND WATERING BAG	EA.	52	\$ 364	\$ 18,928
UTILITY TRENCHING	L.F.	360	\$ 3.36	\$ 1,209 ⁶⁰
1" CONDUIT	L.F.	560	\$ 2.80	\$ 1,568
2.5" CONDUIT	L.F.	75	\$ 5.60	\$ 420
#10 AWG WIRE	L.F.	1,500	\$ 2.24	\$ 3,360
SERVICE WIRE	L.F.	75	\$ 8.96	\$ 672
100A PANEL W/ CIRCUIT BREAKERS & METER ON STAND	L.S.	1	\$ 1,680	\$ 1,680
POLE / OVERHEAD LIGHT W/ CONCRETE BASE & GROUND WIRE	EA.	3	\$ 8,400	\$ 25,200
CAMERA SYSTEM	L.S.	1	\$ 10,640	\$ 10,640
PULL BOX	EA.	1	\$ 1,792	\$ 1,792
SERVICE POLE AND GROUND WIRE	EA.	1	\$ 448	\$ 448
TRAFFIC CONTROL	L.S.	1	\$ 1,682	\$ 1,682
GAS LINE RELOCATION COORDINATION	L.S.	1	\$ 250	\$ 250
PROJECT DEMOBILIZATION	Not Less Than 1.5% of Base Bid	1	\$ 6,160	\$ 6,160

TOTAL BASE BID: \$ 450,438

ALTERNATES

ALTERNATE #1: Includes the construction of the natural stone entrance walls and signage as located and detailed on the Construction Drawings.

Description	Unit	Qty.	Unit Price	Sub-Total
STONE ENTRANCE WALL	EA.	2	\$ 23,156	\$ 46,312

TOTAL ALTERNATE #1: \$ 46,312

Alternate shall only be considered and added to the Base Bid provided funding is available. LPA reserves the right to add the unselected alternates should additional funding for the project become available.

1. COMMENCEMENT AND COMPLETION:

Work will be started within ten (10) calendar days after receipt of Notice to Proceed and will be completed 280 calendar days from Notice to Proceed. This time of completion will take into account a shutdown period for Columbia Gas to relocate/raise an existing gas line running through the site. The shutdown period will not count against the 270 calendar days.

2. BUY AMERICAN REQUIREMENTS

This project will be governed by the provisions of 23CFR635.410 that in accordance with the 23CFR635.410 the Owner and Contractor will follow this provision (see Section General Provisions, Buy American Requirements 23CFR635.410).

TOTAL OF BASE BID PRICES FOR Old Frankfort Pike Scenic Byway Viewing Area Project in figures.

Four Hundred Fifty Thousand Four Hundred Thirty Eight Dollars
& No Cents (\$ 450,438⁰⁰).

TOTAL OF BASE BID & ALTERNATE PRICE FOR Old Frankfort Pike Scenic Byway Viewing Area Project and Alternative in figures.

Four Hundred Ninety Six Thousand Seven Hundred Fifty Dollars
& No Cents (\$ 496,750⁰⁰).

Submitted by:

Meadowbrook Concrete, LLC
Firm

PO Box 314
Address

Morehead, KY 40351
City, State & Zip

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


Signature of Authorized Company Representative - Title

Robert Hatfield
Representative/s Name (Typed or Printed)

606-776-8854
Area Code - Phone - Fax #

meadowbrookhomes@windstream.net
E-Mail Address

OFFICIAL ADDRESS:

1212 Eagle Drive
Morehead, KY 40351

(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: Meadowbrook Concrete, LLC
- 2. Permanent Place of Business: 1212 Eagle Drive, Morehead, KY 40351
- 3. When Organized: 8-17-99
- 4. Where Incorporated: 4-27-16
- 5. Construction Plant and Equipment Available for this Project:

IMI (Irving Materials, Inc)
backhoe
skidsteer
Forklift
dozer

(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:
Great American Insurance Company (Surety)

Signed: See attached (Representative of Surety)

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
BCTC Newtown	Lexington, KY	\$208,917
Campus Upgrade		
See attached experience		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Louisville Metro	Louisville	\$180,000
Shelby Parks		
Rowan County	Morehead	\$271,978 ⁵⁰
Salt Dome		

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>
Robert Hatfield	Construction Supervisor	19 yrs
Darren Puckett	concrete foreman	2 yrs
Jimmy Patrick	equipment operator	16 yrs

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>
GC	Shelby Parks	-	0
(self performing)			
GC (self performing)	Rowan Co	-	0
	Salt Dome		

(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:

Meadowbrook Concrete, LLC
(Name of Contracting Firm)

BY: Robert Hatfield

TITLE: Managing Member

DATE January 17, 2019

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.

BRANCH OF WORK-LIST EACH MAJOR ITEM Such as: Concrete, bituminous paving, concrete, pavement markings, construction staking, etc. **SUBCONTRACTOR** **DBE Yes/No** **% of Work**

- | | | | |
|-----------------------|----------------------------------|-------------|------------|
| 1. <u>Concrete</u> | Name: <u>Prime Contractor</u> | <u>No</u> | <u>18%</u> |
| | Address: _____ | | |
| 2. <u>Electrical</u> | Name: <u>Prime Contractor</u> | <u>No</u> | <u>10%</u> |
| | Address: _____ | | |
| 3. <u>Landscaping</u> | Name: <u>Prime Contractor</u> | <u>No</u> | <u>4%</u> |
| | Address: _____ | | |
| 4. <u>Fence</u> | Name: <u>Metro Fence</u> | <u>MWBE</u> | <u>1%</u> |
| | Address: <u>4521 Bishop Lane</u> | <u>MBE</u> | |
| | <u>Louisville, KY 40218</u> | <u>SBE</u> | |
| | | <u>DBE</u> | |
| 5. <u>Masonry</u> | Name: <u>Prime Contractor</u> | <u>No</u> | <u>20%</u> |
| | Address: _____ | | |
| 6. <u>Excavation</u> | Name: <u>Prime Contractor</u> | <u>No</u> | <u>30%</u> |
| | 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.

GENERAL CONSTRUCTION: (Brand Name or Manufacturer)

Ready Mix Concrete Supplier IMI

Caulking and Sealants Sika

Decorative Pavers Paverlock

Benches Victor Stanley

Exhibit Panels Pannier

Electrical Panels Murray

Surge Suppression Devices Square D

Light Fixtures Sun Valley

Poles USA Architectural

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. Metro Fence
- 2.
- 3.
4. Self Performing All Other Work
- 5.
- 6.
- 7.
- 8.

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

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

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

- 1.
- 2.
- 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 extension, 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 participation 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.

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

Robert Hatfield (Printed Name of officer signing certification) Managing Member (Title)

 (Signature) 1-17-19 (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 Contractor, hereby certifies that he/she 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.

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

Robert Hatfield Managing Member
(Name of Officer or Authorized Agent) (Title)

Robert Hatfield 1-17-19
(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, Robert Hatfield, Managing Member
(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,

Meadowbrook Concrete, LLC
(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:

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

Robert Hatfield Managing Member
(Name of Officer or Authorized Agent) (Title)

Robert Hatfield
(Signature)

1-17-19
(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 / 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."

Meadowbrook Concrete, LLC

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

Robert Hatfield

(Name of Officer or Authorized Agent)

Managing Member

(Title)

Robert Hatfield

(Signature)

1-17-19

(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 by the Kentucky Transportation Cabinet is a 12 percent (12%) goal 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 12% 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 7 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.

END OF SECTION

14. NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO:

I, Robert Hatfield, Managing Member
(Name of officer or Authorized Agent) (Title)

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

Meadowbrook Concrete, LLC
(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.

Robert Hatfield Managing Member
(Name of Officer or Authorized Agent) (Title)

Robert Hatfield 1-17-19
(Signature) (Date)

15. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: See Attached

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

Meadowbrook Concrete, LLC
Name of Business

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.)

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 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 – 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 Meadowbrook Concrete, LLC

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.

Tina Hatfield 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 606-780-8844

Signature: 
(Bidding Contractor)

Title: Managing Member

Date: 1-17-19

18. WORKFORCE ANALYSIS FORM

Name of Organization: Meadowbrook Concrete, LLC Date: 11/17/19

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	1		1						
Professionals	0								
Superintendents	1	1							
Supervisors	3	3							
Foremen	2	2							
Technicians	1	1							
Protective Service	0	0							
Para-Professionals	0	0							
Office/Clerical	1		1						
Skilled Craft	2	2							
Service/Maintenance	2	2							
Total:	14								

Prepared By: Jane Hatfield

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: Meadowbrook Concrete, LLC Employee ID: _____
 Address: PO Box 314, Morehead, KY 40351 Phone: 606-776-8854
 Project to be insured: Old Frankfort Pike Seenic Bypass

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	\$			
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	\$			
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w /endorsement as noted	\$			

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 _____ Name of Authorized Representative _____

Street Address _____ Title _____

City _____ State _____ Zip _____ Authorized Signature _____

Telephone Number _____ Date _____

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: Old Frankfort Pike Scenic Byway

BID NUMBER: 164-2018

**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 Meadowbrook Concrete, LLC 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.

Meadowbrook Concrete, LLC
Name of Firm Submitting Bid

Robert Artfuld
Signature of Authorized Official

Managing Member
Title

1-17-19
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: Meadowbrook Concrete, LLC

Project: Old Frankfort Pike Scenic Byway

Printed Name and Title of Authorized Representative: Robert Hatfield, Managing Member

Signature: Robert Hatfield

Date: 1-17-19

22. PROVISIONS RELATIVE TO SENATE BILL 45A-485

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:

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 (7) 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, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of 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, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his tenure 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, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, 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, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.



Signature of Authorized Official

Managing Member

Title

1-17-19

Date



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 164-2018

The MWDBE and/or veteran 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. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Metro Fence	MBE DBE	Fence	\$6,020	1%
2.				
3.				
4.				

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

Meadowbrook Concrete, LLC
 Company

1-17-19
 Date

Robert Hoffmann
 Company Representative

Managing Member
 Title



LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # 164-2018

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

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

Meadowbrook Concrete, LLC
 Company
1-17-19
 Date

Robert Asifield
 Company Representative
Managing Member
 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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 # 1104-2018
 Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

 Company

 Company Representative

 Date

 Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 164-2018

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <u>Meadowbrook Concrete, LLC</u>	Contact Person <u>Robert Hatfield</u>
Address/Phone/Email <u>PO Box 314, Morehead, KY 40351</u> <u>606-780-8844</u> <u>hatfieldmeadowbrook@yahoo.com</u>	Bid Package / Bid Date <u>164-2018 / 1-18-19</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
<u>Metro Fence</u>	<u>Dave</u>	<u>502</u> <u>458-8701</u>	<u>8-17-18</u>	<u>fence</u>	<u>phone</u>	<u>\$6020</u>	<u>MBE</u> <u>SBE</u> <u>DBE</u>	<u>X</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.

Meadowbrook Concrete, LLC
 Company
1-17-19
 Date

Robert Hatfield
 Company Representative
Managing Member
 Title

BID BOND

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

CONTRACTOR:

(Name, legal status and address)

Meadowbrook Concrete, LLC
P.O. Box 314
Morehead, KY 40351

SURETY:

(Name, legal status and principal place of business):

Great American Insurance Company
301 E. Fourth Street
Cincinnati, OH 45202

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
Office of the Director of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507

BOND AMOUNT: \$ Five Percent of the Total Base Bid----- (5%)

PROJECT:

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

Bid Invitation Number 101-2018 - Old Frankfort Pike Scenic Byway Viewing Area Project

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

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

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

Signed and sealed this 18th day of January, 2019.

Mary Ann Williams
(Witness)

Tim Perry
(Witness)

Meadowbrook Concrete, LLC

Robert Hatfield
(Principal)

(Seal)

Robert Hatfield
(Title) Managing Member - Owner

GREAT AMERICAN INSURANCE COMPANY

Mary A. Hunt
(Attorney-in-Fact)

(Seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 21227

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RONALD B. LEMASTER	ALL OF	ALL
TIMOTHY R. PERRY	SOUTH SHORE, KENTUCKY	\$100,000,000
MARY ANN HUNT		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of NOVEMBER 2018

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 9TH day of NOVEMBER, 2018, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 18th day of January, 2019



Atty L C B

Assistant Secretary

AFFIRMATIVE ACTION PLAN

ADOPTED BY

MEADOWBROOK CONCRETE, LLC

**AS REQUIRED UNDER TITLE 29, CODE OF FEDERAL REGULATIONS, PART 30
AMENDED MAY 12, 1978**

A. An announcement of specific apprenticeship openings must be disseminated thirty (30) days in advance of the earliest date for application at each interval to the following agencies/organizations:

- Registration Agency
- Women's Organizations/Centers
- Local Schools
- Employment Service Centers
- One Stop Centers
- Vocational Education Schools
- Other Organizations/Centers (which can effectively reach minorities and women)
- Newspapers (which are circulated in the minority community and among women)

The announcement will include the nature of the apprenticeship, requirements for admission to apprenticeship, availability of apprenticeship opportunities, sources of apprenticeship applications, and the Sponsor's equal opportunity policy.

B. Participation in annual workshops conducted by employment service agencies for the purpose of familiarizing school, employment service and other appropriate personnel with the apprenticeship program and current opportunities.

C. Cooperation with school boards and vocational educational systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into the apprenticeship program.

D. Internal communication of the Sponsor's equal opportunity policy should be conducted in such a manner to foster understanding, acceptance, and support among the Sponsor's various officers, supervisors, employees, and members, and to encourage such persons to take the necessary action to aid in meeting its obligation under Title 29, CFR part 30.

E. Engaging in programs such as outreach for the positive recruitment and preparation of potential applicants for apprenticeships; where appropriate and feasible, such programs will provide for pre-testing experience and training. In initiating and conducting these programs, the Sponsor may be required to work with other Sponsors and appropriate community organizations. The Sponsor will also initiate programs to prepare women and encourage women to enter traditionally male programs.

- F. Encouraging the establishment and utilization of programs of pre-apprenticeship, preparatory trade training, or others designed to afford related work experience or prepare candidates for apprenticeship. The Sponsor will make appropriate provisions in its AAP to assure that those who complete such programs are afforded full and equal opportunity for admission into the apprenticeship program.
- G. Utilizing journeyworkers to assist in the implementation of affirmative action in the apprenticeship program.
- H. Granting advance standing or credit on the basis of previously acquired experience, training, skills, or aptitude for all applicants equally.
- I. Other appropriate action to ensure that the recruitment, selection, employment, and training of apprentices during their apprenticeship will be without discrimination because of race, color, religion, national origin, or sex (e.g., general publication of apprenticeship opportunities and advantages in advertisements, industry reports, articles, etc., use of present minority and women apprentices and journeyworkers as recruiters; career counseling; development of reasonable procedures to ensure employment opportunity, including reporting systems, on-site reviews, briefing sessions).

(Identify Action:)

SECTION I - INTRODUCTION

The Sponsor enters this Affirmative Action Plan (AAP) with good faith for the purpose of promoting equality of opportunity into its Registered Apprenticeship Program. The Sponsor seeks to increase the recruitment of qualified women and/or minorities for possible selection into the apprenticeship program in the event women and/or minorities are underutilized in the apprenticeship program. The Sponsor hereby adopts the following nondiscriminatory pledge and the AAP.

This Plan is a supplement to the Apprenticeship Standards. Any changes made by the Sponsor will become part of this written AAP, once approved by the Registration Agency.

SECTION II - EQUAL OPPORTUNITY PLEDGE

The Sponsor commits to the following Equal Opportunity Pledge:

"The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, or sex. The Sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30."

SECTION III - UTILIZATION AND ANALYSIS, GOALS AND TIMETABLES

In order to allow positive recruitment and full utilization of minorities and women in the apprenticeship program, the Sponsor pledges to identify outreach efforts under Section IV which will be undertaken. The purpose of the analysis is to determine the minority and women's labor force in the Sponsor's labor market area. Once the labor force is determined, the Sponsor can determine if deficiencies exist in terms of underutilization of minorities and/or women in the occupations registered with the Registration Agency. (See attached Affirmative Action Plan Workforce Analysis Worksheet)

SECTION IV - OUTREACH AND POSITIVE RECRUITMENT

The Sponsor's AAP includes the following "checked" outreach and positive recruitment efforts that would reasonably be expected to increase minority and women's participation in apprenticeship by expanding the opportunity of minorities and women to become eligible for apprenticeship selection. **Once those efforts have been checked, the Sponsor will set forth the specific steps they intend to take under each identified effort.** The Sponsor will identify a **significant number of activities** in order to enable it to meet its obligation under Title 29, CFR part 30.4(c).

SECTION V - ANNUAL REVIEW OF AFFIRMATIVE ACTION PLAN

The Sponsor will make an annual review of its current AAP and its overall effectiveness and institute any revisions or modifications warranted. The review will analyze (independently and collectively) the affirmative action steps taken by the Sponsor for evaluating the positive impact, as well as the adverse impact in the areas of outreach and recruitment, selection, employment, and training. They will work diligently to identify the cause and affect that result from their affirmative action measures. The Sponsor will continually monitor these processes in order to identify the need for a new affirmative action effort and/or deletion of ineffective existing activity(ies). All changes to the AAP must be submitted to the Registration Agency for approval. The Sponsor will continually monitor the participation rates of minorities and women in the apprenticeship program in an effort to identify any type of underutilization. If underutilization exists, corrective action will be immediately implemented. The goals and timetables also will be reviewed periodically as determined by the Registration Agency and updated where necessary.

**MEADOWBROOK CONCRETE, LLC officially adopts this Affirmative
Action Plan this 30th day of March, 2017.**

Signature of Sponsor

Printed Name

PREVIOUS EXPERIENCE

9/1/2018

NAME, LOCATION, & DESCRIPTION OF PROJECT	OWNER	DESIGN ENGINEER	DATE COMPLETE	COST OF WORK	REFERENCE/ CONTACT ADDRESS AND PHONE	CONTRACT PRICE
HOLIDAY INN EXPRESS VERSAILLES, KY CURBS, SIDEWALKS, STAMPED PATIOS	SDP BUILDERS CONTRACTOR	N/A	7/25/2018	\$48,450	STEPHEN PRATER	\$65,000
MOREHEAD STATE UNIVERSITY DRIVING RANGE PROJECT FACILITY MOREHEAD, KY	MOREHEAD STATE UNIVERSITY 606-783-2007	ROSS TARRANT 859-254-4018	6/11/2018	18 X 60 WOOD STRUCTURE	TERRY WHITE MARTINDALE DRIVE MOREHEAD, KY 40351 606-783-5273	\$80,800
BTC NEWTOWN CAMPUS UPGRADES SIDEWALKS, DEMOLITION, EXCAVATION, GRADE, AND DRAIN	COMMONWEALTH OF KY RON HARRIS	ELEMENT DESIGN	5/1/2018	\$166,718	BILLIE MOTSCH 366 SOUTH BROADWAY LEXINGTON, KY 40508 859-389-6533	\$208,917
3899 AUGUSTA MINERVA RD, AUGUSTA, KY SITE WORK, FOOTERS, BASEMENT WALLS, WATERPROOF, AND DRAIN	BYPASS MOBILE HOMES	N/A	2/28/2018	\$31,500	BYPASS MOBILE HOMES 1241 W WATER STREET FLEMINGSBURG, KY PHILLIP GULLEY 606-849-2003	
ST CLAIRE MEDICAL CENTER MOREHEAD, KY CURB, GUTTER, ENTRY, SIDEWALKS	ST CLAIRE MEDICAL	JOSH TRENT	10-Dec	18,000	STANDAFER BLDRS 1178 W MAIN STREET WEST LIBERTY, KY 41472 JOHN STANDAFER 606-743-4435	
5 DUPLEXES 6345 KY HWY 801 NORTH, MOREHEAD, KY GENERAL CONTRACTOR PERFORMED ALL TRADES EXC HVAC PLUMBING	AUTONOMY, LLC	N/A	12/1/2017	\$450,000	AUTONOMY, LLC PO BOX 314 MOREHEAD, KY 40351 TINA HATFIELD 606-780-8844	
WOODLOCK SUBDIVISION PERFORMED ALL EARTHWORK, INSTALLED ROADS, SEWER LINES,	GREG BLACKBURN	JUSTICE ENGINEER ALAN JUSTICE 859-498-4857	11/20/2017	175,000	GREG BLACKBURN PIKEVILLE, KY	

PUMP STATION, WATER LINES,
CURB AND GUTTER

859-381-7469

115 RED OAK DRIVE, CLAY CITY, KY
FOOTERS, POURED CONCRETE WALLS,
SLAB

MARTIN
MCCLANAHAN

N/A

11/20/2017

\$39,350 LEWIS CONTRACTING

MOREHEAD, KY 40351

CLIFF LEWIS

606-776-2354

SLEEP OUTFITTERS
PIKEVILLE, KY
8000 SQ FT FOUNDATION, PIERS,
STEM WALLS, AND FLOOR

STEVEN PRATER

AVAILABLE UPON
REQUEST

9/1/2017

60,000 INFINITY CONSTRUCTION, LLC

WINCHESTER, KY

DAVID DUFF

606-471-4518

2500 SQ FT NEW CONSTRUCTION
105 GOLDEN LEAF CIRCLE, PARIS, KY
EARTHWORK, FOOTINGS,
FRAMING, WIRING, DRESSWORK,
CONCRETE D-WAY AND WALKS

KINDER
PRECISION
CONTRACTING

AWESOME DESIGN
MIKE ETAPA
859-797-0927

8/1/2017

110,000 KINDER PRECISION CONT.

2422 OGDEN WAY

LEXINGTON, KY 40509

JUSTIN KINDER

859-699-9497

1500 SQ FT HOUSE/ W FULL BSMT
1081 TWIN OAKS, MT. STERLING, KY
GENERAL CONTRACTOR
PERFORMED ALL TRADES EXC HVAC
PLUMBING

BJ STRAUGHTMAN N/A

8/1/2017

\$221,000 BJ STRAUGHTMAN

1081 TWIN OAKS BLVD

MT STERLING, KY 40353

270-792-0103

2400 SQ FT HOUSE
32 WISTERIA LANE, MOREHEAD, KY
GENERAL CONTRACTOR
PERFORMED ALL TRADES EXC HVAC
PLUMBING

MEADOWBROOK
HOMES, INC
SPEC HOUSE

N/A

8/1/2017

\$174,000 MEADOWBROOK HOMES

1212 EAGLE DRIVE

MOREHEAD, KY 40351

TINA HATFIELD

606-780-8844

2500 SQ FT HOUSE W/ FULL BASEMENT
205 SQUIRES POINT, CLINTONVILLE, KY

KINDER
PRECISION

AWESOME DESIGN
MIKE ETAPA

8/1/2017

257,000 KINDER PRECISION CONT.

2422 OGDEN WAY

EARTHWORK, FOOTINGS, FRAMING, WIRING, DRESSWORK, CONCRETE D-WAY AND WALKS	CONTRACTING	859-797-0927				LEXINGTON, KY 40509 JUSTIN KINDER 859-699-9497
1400 SQ. FT HOUSE 20 WISTERIA LANE, MOREHEAD, KY GENERAL CONTRACTOR PERFORMED ALL TRADES EXC HVAC PLUMBING	MEADOWBROOK HOMES, INC SPEC HOUSE	N/A	4/1/2017			MEADOWBROOK HOMES, INC 1212 EAGLE DRIVE MOREHEAD, KY 40351 TINA HATFIELD 606-780-8844
SPIN THRIFT FARM 888 IRON WORKS PIKE, LEXINGTON, KY FOOTERS, STEM WALLS, BASEMENT, AND SLABS ADDITION TO THE MAIN HOUSE	BOWEN FAMILY	N/A	4/10/2017	\$65,000		INFINITY CONSTRUCTION, LLC WINCHESTER, KY DAVID DUFF 606471-4518
1900 SQ. FT NEW CONSTRUCTION GENERAL CONTRACTOR PERFORMED ALL TRADES EXC HVAC PLUMBING	ROGER'S HOMES	AWESOME DESIGN MIKE ETAPA 859-797-0927	3/15/2017	\$210,000		ROGER'S HOMES 7550 US 60 MOREHEAD, KY 40351 ROGER MCKENZIE 606-776-6713
2200 SQ. FT NEW CONSTRUCTION GENERAL CONTRACTOR PERFORMED ALL TRADES EXC HVAC PLUMBING	ROGER'S HOMES	AWESOME DESIGN MIKE ETAPA 859-797-0927	5/15/2017	\$230,000		ROGER'S HOMES 7550 US 60 MOREHEAD, KY 40351 ROGER MCKENZIE 606-776-6713
DOLLAR GENERAL SANDY HOOK, KY SITE WORK, FOOTINGS, SLAB, PARKING LOT PAVEMENT, FENCING, AND SEPTIC	SUSAN COX DEVELOPMENT	AVAILABLE UPON REQUEST	10/5/2016	\$129,000		SUSAN COX DEVELOPMENT 2768 N HIGHLAND AVE JACKSON, TN 38305 TERESA JACKSON 731-256-7897
MENIFEE COUNTY SENIOR CENTER	MENIFEE COUNTY	CLOTFELTER	6/1/2016	\$1,250,000		STANDAFAER BLDRS

& REGIONAL KITCHEN SUPERINTENDENT FOR PROJECT SUBCONTRACTOR FOR EARTH WORK, STORM DRAINAGE, CONCRETE FLOOR, SIDEWALKS, & DRESSWORK	FISCAL COURT RICK STILTNER, JUDGE	SAMOKAR 859-273-3700	1178 W MAIN STREET WEST LIBERTY, KY 41472 JOHN STANDAFER 606-743-4435
ROWAN COUNTY PUBLIC LIBRARY PARKING LOT DEMOLITION, DRAINAGE, CURB, SIDEWALKS, AND CURB	ROWAN COUNTY LIBRARY	ELEMENT DESIGN 5/15/2016	\$85,000 STANDAFER BLDRS 1178 W MAIN STREET WEST LIBERTY, KY 41472 JOHN STANDAFER 606-743-4435
1500 SQ FT NEW CONSTRUCTION 1020 TWIN OAKS BLVD GENERAL CONTRACTOR PERFORMED ALL TRADES EXC HVAC PLUMBING	ROGER'S HOMES	AWESOME DESIGN MIKE ETAPA 859-797-0927	5/1/2016 \$150,000 ROGER'S HOMES 7550 US 60 MOREHEAD, KY 40351 ROGER MCKENZIE 606-776-6713
2150 SQ FT NEW CONSTRUCTION 1024 TWIN OAKS BLVD GENERAL CONTRACTOR PERFORMED ALL TRADES EXC HVAC PLUMBING	ROGER'S HOMES	AWESOME DESIGN MIKE ETAPA 859-797-0927	7/1/2016 \$210,000 ROGER'S HOMES 7550 US 60 MOREHEAD, KY 40351 ROGER MCKENZIE 606-776-6713
1500 SQ FT NEW CONSTRUCTION 404 SHUMARD CIRCLE GENERAL CONTRACTOR PERFORMED ALL TRADES EXC HVAC PLUMBING	ROGER'S HOMES	AWESOME DESIGN MIKE ETAPA 859-797-0927	11/1/2016 \$190,000 ROGER'S HOMES 7550 US 60 MOREHEAD, KY 40351 ROGER MCKENZIE 606-776-6713
1350 SQ FT NEW CONSTRUCTION 222 LACOMB CIRCLE GENERAL CONTRACTOR PERFORMED ALL TRADES EXC HVAC PLUMBING	ROGER'S HOMES	AWESOME DESIGN MIKE ETAPA 859-797-0927	12/1/2016 \$148,000 ROGER'S HOMES 7550 US 60 MOREHEAD, KY 40351 ROGER MCKENZIE 606-776-6713

1051 BRATTON BRANCH APTS 7-20
MOREHEAD, KY 40351
GENERAL CONTRACTOR
PERFORMED ALL TRADES EXC HVAC
PLUMBING

AUTONOMY, LLC N/A

12/1/2015

\$1,100,000

AUTONOMY, LLC

PO BOX 314
MOREHEAD, KY 40351
TINA HATFIELD
606-780-8844

PERSONNEL

NAME	POSITION	DATE STARTED W/ ORGANIZATION	DATE STARTED IN CONSTRUCTION	PRIOR POSITIONS & EXPERIENCE IN CONSTRUCTION
ROBERT HATFIELD	OWNER MASTER ELECTRICIAN ACI FLAT WORK TECHNICIAN	1999	1999	SEE RESUME ATTACHED
JIMMY PATRICK	EQUIPMENT OPERATOR	2002	1980	N/A
MATTHEW BURTON	APPRENTICE ELECTRICIAN	2001	1996	MAINTENANCE DAYS INN
RODNEY PUCKETT	CONCRETE FINISHER	2014	1990	MCKENZIE CONCRETE CONCRETE FINISHING 1995-2015
DARRYL PUCKETT	CONCRETE FINISHER	2017	1990	MCKENZIE CONCRETE CONCRETE FINISHING 1998-2015
ROBERT PLANK	LABORER	2015	1995	VARIOUS CONSTRUCTION JOBS
EDDIE MECKELBURG	ACI CONCRETE TECNICIAN	2017	1990	WELLS GROUP
BRANDON WEASE	CDL DRIVER/ OPERATOR	2015	1998	DRIVER INFINITY CONSTRUCTION

ROBERT HATFIELD

1212 Eagle Drive, Morehead, KY 40351
606-776-8854 | hatfieldmeadowbrook@yahoo.com

SUMMARY

I began my real estate career in 1993. I've worked as a realtor, broker, mobile home dealer, developer, electrician, equipment operator, builder, concrete contractor, and general contractor. I've essentially learned to do any task that presented itself over the past 24 years. I currently own and operate 3 companies: Meadowbrook Homes, Inc, Meadowbrook Concrete, and Autonomy, LLC.

EXPERIENCE

- | | |
|---------------|--|
| 1993- 1995 | <p>Real Estate Agent, Century 21</p> <p>Marketed real estate listings for the Morehead area.</p> |
| 1995- 1999 | <p>Real Estate Managing Broker, Century 21</p> <p>Managed the office as a broker, overseeing other agents' activities</p> |
| 1999- 2009 | <p>Opened Meadowbrook Homes, Inc and mobile home dealership (with same name) where Managed all field operations and constructed site improvements for over 400 mobile homes.</p> <p>Developed 7 subdivisions of over 200 lots (for mobile homes/ houses)</p> <p>The mobile home dealership closed after 10 years, when the mortgage regulations changed in 2009.</p> |
| 2007- present | <p>Owner and general contractor of construction for Meadowbrook Homes, Inc.</p> <p>Oversaw construction of over 90 houses, remodeled 16 houses (including houses in South Carolina and Alabama) and developed 5 additional subdivisions.</p> |
| 2014-present | <p>Began concrete division of Meadowbrook Homes, Inc (Meadowbrook Concrete, LLC), specializing in poured concrete basement walls and flat work. In 2015, Meadowbrook Concrete began specializing in commercial concrete work.</p> |
| 2015-present | <p>Opened Autonomy, LLC (rental company) to serve Rowan and Montgomery Counties. Currently Autonomy, LLC owns 48 properties.</p> |

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 164-2018

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

Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

Included documentation of advertising in the above publications with the bidders good faith efforts package

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their

23. REQUIRED SUBMITTALS

The entire proposal must be completed and submitted or your bid will be considered non-responsive and rejected.

24. LFUCG NON-APPROPRIATION CLAUSE

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

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

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

END OF SECTION

