



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: May, 30, 2014

INVITATION TO BID #105-2014 City Street Resurfacing

Bid Opening Date: June 13, 2014

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Firm Bid

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **6/13/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: See Specifications

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

Performance Bond Required: Yes No

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

Submitted by: _____
Firm Name

Address

City, State & Zip

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

Representative's Name (Typed or printed)

Area Code - Phone – Extension Fax #

E-Mail Address

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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the bid or is the authorized representative of _____, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 2014.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes _____ No _____

II. Bid Conditions

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

"Bid on #105-2014 City Street Resurfacing"

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of 5% percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

LFUCG Non-Appropriation Clause

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

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

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

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

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

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

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

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

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

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

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

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

Bidders

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

Signature

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

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

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____ / ____ / ____

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

Prepared by: _____
Name & Title

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

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

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

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

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.

- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms 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.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered 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 MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Byne	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Ken Finance Cabin	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwvoc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

- _____ Bidder has to submit sound reasons why the quotations were considered 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 MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION
Bid #105-2014 County Road Resurfacing**

A. 1.0 DEFINITIONS

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall include an Explosion-Collapse Underground endorsement should blasting be required and permission granted by OWNER.
- e. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- f. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

CONTRACTOR shall obtain Builder's Risk coverage in an amount sufficient to cover equipment and materials left on site prior to completion of the project unless it is deemed not to apply by OWNER. The parties shall mutually agree to the amount of such coverage.

4.3. Renewals

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

4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE.

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

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

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

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

5.0 SAFETY AND LOSS CONTROL

- 5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.
- 5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

6.0 DEFINITION OF DEFAULT

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



Steven L. Beshear
Governor

KENTUCKY LABOR CABINET
DEPARTMENT OF WORKPLACE STANDARDS
DIVISION OF EMPLOYMENT STANDARDS,
APPRENTICESHIP & MEDIATION
1047 US Hwy 127 S - Suite 4
Frankfort, Kentucky 40601
Phone: (502) 564-3534
Fax (502) 696-1897
www.labor.ky.gov

Larry Roberts
Secretary

Anthony Russell
Commissioner

May 28, 2014

Theresa Maynard
LFUCG
200 E. Main St.
Lexington KY 40507

Re: LFUCG, City Street Resurfacing/Paving

Advertising Date as Shown on Notification: May 30, 2014

Dear Theresa Maynard:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 8-008, dated July 30, 2013 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-H-01245-13-8, Heavy/Highway

Sincerely,

Anthony Russell
Commissioner



**KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 008**

Determination No. CR-8-008

Date of Determination: July 30, 2013

PROJECT NO. 034-H-01245-13-8

_____ **BLDG** ___ **x** ___ **HH**

This schedule of the prevailing rate of wages for Locality No. 008, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-8-008.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

BUILDING CONSTRUCTION

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



Anthony Russell, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

ASBESTOS/INSULATION WORKERS:		BASE RATE	\$24.92
		FRINGE BENEFITS	11.80

BOILERMAKERS:		BASE RATE	\$21.75
		FRINGE BENEFITS	11.76

BRICKLAYERS:		BASE RATE	\$24.31
Bricklayers:		FRINGE BENEFITS	11.40

Firebrick & Refractory:		BASE RATE	\$26.08
		FRINGE BENEFITS	11.42

Sawman & Layman:		BASE RATE	24.56
		FRINGE BENEFITS	11.40

CARPENTERS:		BASE RATE	\$21.98
Carpenters:	BUILDING	FRINGE BENEFITS	12.70
(Includes Drywall Finisher)			

Piledrivermen:	BUILDING	BASE RATE	\$22.48
		FRINGE BENEFITS	12.70

Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$26.90
		FRINGE BENEFITS	14.50

Piledriver:	HEAVY & HIGHWAY	BASE RATE	\$27.15
		FRINGE BENEFITS	14.50

Divers:	HEAVY & HIGHWAY	BASE RATE	\$40.73
		FRINGE BENEFITS	14.50

CEMENT MASONS:		BASE RATE	\$15.51
		FRINGE	.59

ELECTRICIANS:		BASE RATE	\$29.48
		FRINGE BENEFITS	14.36

When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet – add 25% above the workman’s hourly rate, over 75 feet add 50% above workman’s hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.

LINEMAN:	HEAVY HIGHWAY	BASE RATE	\$31.86
		FRINGE BENEFITS	11.63

EQUIPMENT OPERATOR:	HEAVY HIGHWAY	BASE RATE	\$28.48
		FRINGE BENEFITS	10.94

GROUNDSMAN:	HEAVY HIGHWAY	BASE RATE	\$18.87
		FRINGE BENEFITS	9.03

ELEVATOR CONSTRUCTORS:		BASE RATE	\$30.46
		FRINGE BENEFITS	8.92

GLAZIERS:		BASE RATE	\$24.15
		FRINGE BENEFITS	11.45

IRONWORKERS:		BASE RATE	\$26.47
		FRINGE BENEFITS	19.56

LABORERS / BUILDING:

BUILDING GROUP 1: General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checker, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING	*BASE RATE	\$20.41
	FRINGE BENEFITS	10.69

BUILDING GROUP 2: All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tender, multi-trade tender, pipe layers, plaster tender, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, vibrator/tamper operated by hand or remote control, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING	*BASE RATE	\$20.81
	FRINGE BENEFITS	10.69

BUILDING GROUP 3: Asphalt paver screwman, gunnite nozzle man and gunnite nozzle machine operator, sand blaster nozzle man, concrete or grout pumpman, plaster pumpman:

BUILDING	*BASE RATE	\$21.01
	FRINGE BENEFITS	10.69

BUILDING GROUP 4: Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B:

BUILDING	*BASE RATE	\$21.11
	FRINGE BENEFITS	10.69

BUILDING GROUP 5: Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level A:

BUILDING	*BASE RATE	\$21.61
	FRINGE BENEFITS	10.69

BUILDING GROUP 6: Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air):

BUILDING	*BASE RATE	\$21.91
	FRINGE BENEFITS	10.69

***Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$0.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.**

LABORERS / HEAVY & HIGHWAY:

HEAVY HIGHWAY GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swamper, truck spotters and dumpers, and wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.35
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$21.60
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 3: Asphalt luteman and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$21.65
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 4: Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster:

HEAVY & HIGHWAY	BASE RATE	\$22.25
	FRINGE BENEFITS	12.01

MARBLE, TILE & TERRAZZO:

Finishers:

BASE RATE	\$14.96
FRINGE BENEFITS	0.00

Setters:

BASE RATE	\$21.89
FRINGE BENEFITS	0.00

MILLWRIGHTS:

BASE RATE	\$24.18
FRINGE BENEFITS	15.67

OPERATING ENGINEERS / BUILDING:

NCCCO OR OSCP CERTIFIED

BUILDING CLASS A-1: Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair); hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BUILDING	BASE RATE	\$27.90
	FRINGE BENEFITS	13.90

OPERATING ENGINEERS / BUILDING: CONTINUED

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurrries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	*BASE RATE	\$26.84
	FRINGE BENEFITS	13.90

***Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length**

BUILDING CLASS B: All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

BUILDING	BASE RATE	\$23.94
	FRINGE BENEFITS	13.90

BUILDING CLASS C: Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

BUILDING	BASE RATE	\$23.13
	FRINGE BENEFITS	13.90

**OPERATING ENGINEERS / HEAVY HIGHWAY:
NCCCO OR OECF CERTIFIED**

HEAVY HIGHWAY CLASS A-1: Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, organgepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

HEAVY HIGHWAY	BASE RATE	\$29.07
	FRINGE BENEFITS	13.90

OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED

HEAVY HIGHWAY CLASS A: A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, guries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push doxer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

HEAVY & HIGHWAY	BASE RATE	\$28.00
	FRINGE BENEFITS	13.90

Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

HEAVY HIGHWAY CLASS B: All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

HEAVY & HIGHWAY	BASE RATE	\$25.45
	FRINGE BENEFITS	13.90

HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

HEAVY & HIGHWAY	BASE RATE	\$25.85
	FRINGE BENEFITS	13.90

HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

HEAVY & HIGHWAY	BASE RATE	\$25.17
	FRINGE BENEFITS	13.90

**Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

PAINTERS:

Brush, roller & paperhanger:	BASE RATE	\$17.87
	FRINGE BENEFITS	9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:

BASE RATE	\$18.37
FRINGE BENEFITS	9.10

PLASTERERS:

BASE RATE	\$20.65
FRINGE BENEFITS	5.85

PLUMBERS & PIPEFITTERS:	BASE RATE	\$30.00
	FRINGE BENEFITS	15.56

ROOFERS: (Excluding Metal Roofs)	BASE RATE	\$16.65
	FRINGE BENEFITS	4.95

SHEETMETAL WORKERS: (Including Metal Roofs)	BASE RATE	\$28.00
	FRINGE BENEFITS	13.59

SPRINKLER FITTERS:	BASE RATE	\$30.14
	FRINGE BENEFITS	17.37

TRUCK DRIVERS / BUILDING:

Truck Helper and Warehouseman: BUILDING	BASE RATE	\$19.05
	*FRINGE BENEFITS	11.08

Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper: BUILDING	BASE RATE	\$19.17
	*FRINGE BENEFITS	11.08

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment: BUILDING	BASE RATE	\$19.28
	*FRINGE BENEFITS	11.08

Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics: BUILDING	BASE RATE	\$19.35
	*FRINGE BENEFITS	11.08

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area: BUILDING	BASE RATE	\$19.45
	*FRINGE BENEFITS	11.08

BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. *TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum of twenty (20) calendar days within any ninety (90) consecutive day period of that employer.

TRUCK DRIVERS / HEAVY HIGHWAY:

Mobile batch truck helper: HEAVY & HIGHWAY	BASE RATE	\$16.57
	FRINGE BENEFITS	7.34

Greaser, tire changer and mechanic helper: HEAVY & HIGHWAY	BASE RATE	\$16.68
	FRINGE BENEFITS	7.34

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic: HEAVY & HIGHWAY	BASE RATE	\$16.86
	FRINGE BENEFITS	7.34

TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

HEAVY & HIGHWAY	BASE RATE	\$16.96
	FRINGE BENEFITS	7.34

END OF DOCUMENT
CR-8-008
JULY 30, 2013

2014 - 2015

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

DIVISION OF STREETS & ROADS

PROPOSAL FOR

CITY STREET RESURFACING

2014 - 2015

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

DIVISION OF STREETS & ROADS

PROPOSAL FOR STREET RESURFACING

**BIDS WILL BE RECEIVED UNTIL 2:00 P.M. E.D.T., ON THE 13th DAY OF June 2012
AND AT THAT TIME WILL BE PUBLICALLY OPENED AND READ.**

We propose to furnish all necessary labor, machinery, tools, apparatus and other necessary supplies and all materials, and to construct and/or improve in strict accordance with the terms of the specifications, hereto attached, all of the streets, as hereinafter set out, and, described in the list identified and "2014-2015 CITY STREET RESURFACING" and. A certified check of bid bond, in the amount of five (5%) percent of the total bid shall accompany the proposal.

Agreed liquidated damages will be One Thousand Dollars (\$1,000.00) per calendar day. Time of completion of this contract will be prior to June 30, 2015. THE URBAN COUNTY GOVERNMENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. We further propose to execute contract within ten (10) days after the date of receiving note of award, to begin work when notified to do so by the URBAN COUNTY GOVERNMENT, and to complete same within the specified time to the satisfaction of the URBAN COUNTY GOVERNMENT, or in the event of failure to complete the work within the specified time, to pay the URBAN COUNTY GOVERNMENT, the daily amount of agreed liquidated damages set out above. We also propose to insure that terms of the contract and requirements of the specifications and plans shall be fully complied with by furnishing either a surety bond for the total amount of the contract price, as determined from the unit prices bid and estimated quantities, acceptable to the URBAN COUNTY GOVERNMENT, or such other form of bond as may be required by the URBAN COUNTY GOVERNMENT, and that the surety company, if used, will be satisfactory to the URBAN COUNTY GOVERNMENT and the amount of its bond be within the limit set for it by the U.S. Treasury Department's quarterly report. We enclose, herewith, proposal guaranty for the amount set out above, payable to the URBAN COUNTY GOVERNMENT as guarantee of good faith, and which, if the contract be awarded to us, we AGREE to forfeit as liquidated damages to the URBAN COUNTY GOVERNMENT, in the event of our failure to enter into contract and furnish satisfactory bond to the URBAN COUNTY GOVERNMENT within ten (10) days after receiving official notice of award. We have examined the plans and specifications and the location of the work and are fully informed as to what is to be done and the conditions relating to the work. We understand that the quantities shown on the estimate are approximate ONLY and are subject to either increase or decrease. Should the quantities of any or all of the items of work be increased, we propose to do the additional work at the above unit prices, and should the quantities be decreased, we propose to make no claim for anticipated profits. The URBAN COUNTY GOVERNMENT will award the bids on a unit price basis for the project. This Unit Price Contract may also be used for parking lots, cart paths, jogging/walking paths and other projects so designated by the Division of STREETS & ROADS.

ACCEPTANCE AND FINAL PAYMENT:

Within sixty (60) days after final inspection and acceptance of the street improvement by the URBAN COUNTY GOVERNMENT, the final estimate for all work done, including all retained percentage shall be compiled by the Engineer and furnished to the Commissioner of the Department of Environmental Quality and Public Works. Upon the latter's approval, in whole or in part, the amount of money thus found due the contractor, after the total amount of all previous payments, liquidated damages and other claims, if any, are deducted, will be certified for payment. Before final payment is made to any contractor on any work or portion thereof, the contractor will be required to satisfy the URBAN COUNTY GOVERNMENT to the effect that ALL claims for labor done on the contract and all material put into the work, have been fully paid or satisfactorily secured; BUT, the Commissioner of Environmental Quality and Public Works shall be held harmless by the Contractor and surety on his bond from the payment of any money paid under the belief that said claims for labor and materials have been settled satisfactorily when they have NOT been so settled, and the rights of claimants for labor or materials are not to be prejudiced by any missed payment. The

acceptance by the Contractor of the said final estimate shall operate as and shall be a release to the URBAN COUNTY GOVERNMENT and the Commissioner of Environmental Quality and Public Works. KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, FRANKFORT, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 2008 with applicable amendments and the following special specifications and provisions apply on this project. The Kentucky Department of Labor rules and regulations shall be strictly complied with.

UNIT PRICE WORK:

Where the Contract Documents provide that all or part of the work is to be Unit Price Work, initially the contract price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining the initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the Contractor will be made by the Division of STREETS & ROADS. The Lexington-Fayette Urban County Government reserves the right to require additional work based on the unit prices offered in this Contract for a period of one (1) year after contract acceptance. The Unit Prices may also be used for other work besides city streets. This may include parking lots, cart paths, walking/jogging paths and other projects as designated by STREETS & ROADS.

PERFORMANCE BOND:

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of the contract and for the payment of all persons performing labor and furnishing materials in connection with the Contract. This bond shall be executed on standard form by a Surety authorized to do business in the state and acceptable to the Owner.

RETAINAGE:

Retainage will be capped at ten (10) percent until fifty (50) percent of project is completed, the retainage will then be reduced to five percent on the remainder of the project payments; with complete release of all retainage within 30 days of substantial completion of a project if there are no disputes.

SPECIAL PROVISION CONTRACT TIME EXTENSION:

In case of delays in the progress of a project due to the inability of the Contractor to secure materials, it will be the policy of the Urban County Government to grant an extension of time, if requested by the Contractor with presentation of evidence, satisfactory to the Director of STREETS & ROADS, that materials for use on the project were not available from any reasonable source.

QUALIFICATION OF BIDDERS:

Due to the extent of this proposed work, it is required of the Contractor submitting a proposal that he be on the certified list of the State Highway Department for paving work or has the capabilities to complete the proposed work and present evidence of said capabilities to the satisfaction of the Urban County Government. The successful bidder shall comply with sections 337.520 and 337.540, of the Kentucky Revised Statutes which says in part--that each contractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week and such relative information as may be required by the Kentucky Department of Labor. Any laborer, workman, mechanic, helper, assistant or apprentice worked in excess of eight (8) hours per day or forty (40) hours per week, except in cases of emergency shall be paid not less than one and one-half (1 1/2) times the basic hourly rate of pay as defined and fixed under this chapter for all overtime worked, and each contract for the construction of public works shall so provide.

The public authority letting the contract shall make the determination of exception provided in this section of when an emergency exists. In the performance of this contract, the contractor 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.

CONTRACT COMPLIANCE:

It is the policy of the Lexington-Fayette Urban County Government that all contractors for supplies and services support the affirmative action policies of this Government. All offices, departments, and divisions shall follow the following regulations:

- A. All Urban County Departments shall include in every direct or indirect publicly funded contract for supplies, materials, services, or equipment the following provisions:

During the performance of the contract, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, age, national origin, or handicap.
 - 2. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contract that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or handicap.
- B. Contractors who are awarded contracts for more than \$50,000 and who have fifteen (15) or more employees shall place on file with the Equal Opportunity Officer a copy of their Affirmative Action Program containing goals and objectives and timetables for achieving those goals and objectives. The Affirmative Action Officer shall have the power to monitor the plans of contractors who meet the above criteria. These regulations are in addition to and do not supersede those required by KRS 45.550 at et. seq.
 - C. Contractors doing business with the Urban County Government pursuant to federal grant funds must follow the affirmative action guidelines as set out in Executive Order 11246, as amended.
 - D. Contractors doing business for the Urban County Government shall obtain a photo identification badge from the Division of Human Resources, prior to commencement of work. Contact the Division of STREETS & ROADS at 859-258-3451 one (1) week prior and ID times will be scheduled. Once the contract is complete, all ID badges will be collected.
 - E. Noncompliance with any of the above requirements shall be reported forthwith and shall be cause for possible:
 - 1. Suspension of contract,
 - 2. Debarment from future bidding, and
 - 3. Hearings and court action under the laws applicable for such noncompliance.

INSTRUCTIONS TO BIDDERS

Defined Terms

Terms used in these Instructions to Bidders that are defined in General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

Qualifications of Bidders

The OWNER may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted. The award will be made to the lowest qualified bidder.

In determining the lowest qualified bidder, the following elements will be considered: (1) Does the bidder involved maintain a permanent place of business; (2) Does the bidder have adequate plant and equipment to perform the work properly and expeditiously; (3) Does he/she have suitable financial resources to meet obligations incidental to the work; (4) Does he/she have sufficient and appropriate technical experience; (5) Has he/she performed satisfactorily on previously awarded projects; (6) The percentage of DBE and the value of DBE subcontracts in relation to the total amount; (7) The quality of the Bidders Affirmative Action Plan; and (8) Documentation of "good faith" efforts to achieve 10% minimum DBE goal.

Corporate Firms

Foreign Corporations: are required to be registered with the Secretary of State of the Commonwealth of Kentucky for doing business within the Commonwealth and must be in good standing.

Domestic Corporations: are required to be in good standing with the requirements and provisions of the Office of the Secretary of State, Commonwealth of Kentucky.

Good Standing with Public Works Act: Any Contractor and/or Subcontractors in violation of any wage or work act provisions (KRS 337.510 to KRS 337.550) are prohibited by Statutory Act (KRS 337.1990) from bidding on or working on any and all public works contracts, either in their name or in the name of any other company, firm or other entity in which he might be interested. No bid from a Prime Contractor, in violation of the Act can be considered, nor with any Subcontractor, in violation of the Act, be approved and/or accepted. The responsibility of the qualifications of the Subcontractor is solely that of the Prime Contractor.

Examination of Contract Documents and Site

Before submitting his bid, each Bidder must examine the Contract Documents thoroughly and familiarize himself with federal, state, and local laws, ordinances, rules, and regulations affecting performance of the work.

The submission of a bid is considered to be an incontrovertible statement by the Bidder that he has fulfilled the requirements above.

Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to the Director in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Director as having received the Bidding Documents. Questions received less than seven working days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Contract Time

Unit prices in the Contract shall remain in effect for one (1) year from the date of the Contract unless an adjustment is required under the terms set forth on page 58 of the specifications. Unit prices may be extended for two (2) additional years with written agreement from Contractors.

Subcontractors, Etc.

If the Supplementary Conditions or Specifications require the identity of the certain Subcontractors or other persons or organizations to be submitted to the OWNER in advance of the Note of Award, the Bidder, will within seven calendar days after the day of the Bid Opening submit to the OWNER a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is so required. An experience statement with pertinent information as to similar projects and other evidence of qualifications shall accompany such list for each Subcontractor, person and organization if requested by OWNER. If OWNER or DIRECTOR after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, he may before giving Notice of Award, request the Bidder to submit an acceptable substitute without an increase in the Bid price. (If the Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security.) Any Subcontractor, other person or organization so listed and to whom OWNER or DIRECTOR does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and DIRECTOR.

CONTRACTOR shall not be required to employ a Subcontractor, other person or organization against which he/she has reasonable objection.

Bid Form

The Bid Form is included in the Contract Documents; additional copies may be obtained from OWNER.

Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in figures only.

The President or Vice-President (or other corporate officer accompanied by evidence of authority to sign) must execute bids by corporations in the corporate name and the corporate seal must be affixed and attested by the Secretary, or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form.)

Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder.

Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document, duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted, at any time prior to the opening of the bids.

Opening of Bids

Bids will be opened as indicated in the Invitation to Bid and shall remain open for sixty (60) days after Bid Opening. OWNER may, however, at his sole discretion release any bid and return Bid Security prior to that date.

Award of Contract

OWNER reserves the right to reject any and all bids and waive any and all informalities, and the right to disregard all non-conforming or condition bids or counter proposals.

In evaluating bids, OWNER shall consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested in the Bid Forms. OWNER may consider the qualification and experience of the Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for portions of the work as to which the identity of Subcontractors and other persons or organizations must be submitted as specified in Special Conditions or Specifications. He may conduct such investigations, as he deems necessary to establish the responsibility, qualifications or financial ability of the Bidders, proposed Subcontractors and other persons or organizations to do the work. In accordance with the Contract Documents, to OWNER'S satisfaction within the prescribed time. OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER'S satisfaction.

If a Contract or Contracts is to be awarded, OWNER will give the apparent successful Bidder a Notice of Award within sixty (60) calendar days after the day of the Bid Opening.

The successful Bidder shall, within fifteen (15) days after acceptance of his proposal, enter into written agreement with OWNER. The required Contract Security shall be delivered along with the executed agreement.

DBE CONTRACT PARTICIPATION

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

For assistance in locating DBE Subcontractors contract the Division of Housing and Community Development. They can be reached by telephone at (859) 258-3100 or by writing to the address listed below:

Office of Minority Affairs
Lexington-Fayette Urban County Government
200 East Main Street, 6th Floor
Lexington, Kentucky 40507

Bid Bond Assistance:

For those DBE contractors who wish to bid on LFUCG projects, bid bond assistance is available. This bid bond assistance is in the form of a "Letter of Certification" which is accepted by the LFUCG's Division of Purchasing in lieu of a bid bond. The "Letter of Certification" must be included in the bid package when it is submitted to the Division of Purchasing. The "Letter of Certification" will reference the specific project for which the bid is being submitted and the time and date on which the bid is due. Bid bond assistance must be requested from the LFUCG's Division of Purchasing and/or Office of Minority Affairs at least 48 hours prior to the bid opening.

Eligibility for Bonding Assistance:

In order to be eligible for any bonding assistance, bid bond and/or performance and payment bond, a DBE construction company must be owned or controlled at the level of 51% or more, by a member or members of a minority group or females. Prior to receiving assistance, a statement providing evidence of ownership and control of the company by a member or members of a minority group or females must be signed by the owner or corporate officer and by an attorney or accountant and submitted to:

Todd Slatin, Director
Division of Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

Subcontractors:

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve the 10% minimum DBE goal.

Questions:

If you have any questions or wish to have additional information, please contact:

Office of Minority Affairs
Lexington-Fayette Urban County Government
200 East Main Street, 12th Floor
Lexington, Kentucky 40507
(859) 258-3100
Lexington-Fayette Urban County Government
DBE Contractor
Mailing List Application

To: Mr. Todd Slatin, Director
Division of Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507
(859) 258-3320

Name of Company: _____

Owner's Name: _____

Company Address: _____

Phone Number: (_____) _____

Fax Number: (_____) _____

DBE Status (Specify): _____

Type of Work Performed: _____

Authorized Signature: _____

Date: _____

CONTRACTOR'S RESPONSIBILITIES

SUPERVISION:

Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction, which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

SUPERINTENDENCE:

Contractor shall keep on the work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Division of STREETS & ROADS except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

LABOR:

Contractor shall provide competent, suitably qualified personnel to perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all work at the site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without Owner's written consent given after prior written notice to the Division of STREETS & ROADS.

START-UP AND COMPLETION OF WORK:

Unless otherwise specified, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the work.

ONE YEAR CORRECTION PERIOD:

If within one (1) year after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before completion of all work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

(2014-2015)

FORM OF PROPOSAL

Place: Lexington, Kentucky
Date: _____

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

This Proposal Submitted by:

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the state of

_____: doing business as:

"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, Third Floor
Lexington, KY 40507

Gentlemen:

The bidder, in compliance with your Invitation for Bids for the 2014-2015 City Street Resurfacing, Lexington, Kentucky; having examined the Plans and Specifications with related documents and the site of the 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 part.

The Bidder hereby agrees to commence work under this Contract on a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project by June 30, 2015.

The Bidder further agrees to pay as liquidated damages, the sum of Two Hundred Dollars (\$200.00) for each consecutive calendar day thereafter as stated herein.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. _____ Date _____; Addendum No. _____ Date _____

Addendum No. _____ Date _____; Addendum No. _____ Date _____

Addendum No. _____ Date _____; Addendum No. _____ Date _____

Addendum No. _____ Date _____; Addendum No. _____ Date _____

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

STATEMENT OF BIDDER'S QUALIFICATIONS

FORM OF PROPOSAL

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

1. Name of Bidder: _____
2. Permanent Place of Business: _____
3. When Organized: _____
4. Where Incorporated: _____
5. Construction Plant and Equipment Available for this project: _____

(Attach Separate Sheet if Necessary)

6. Financial Condition:

The apparent low Bidder is required to submit its latest three (3) years audited financial statements to the Owner's office 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:

_____ (Surety)

Signed: _____ (Representative of Surety)

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. The bidder is now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. List key bidder personnel who will work on this project:

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YRS. W/BIDDER</u>
_____	Superintendent	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. We acknowledge that, if we are the apparent low bidder, we will submit to the Owner within seven (7) calendar days following the Bid Opening, the required three (3) years audited financial statements, our latest three (3) year loss history for all insurance claims including losses arising from coverages required by this Contract, 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, all in accordance with the Special Conditions of the Project Specifications and Bid Documents.

Respectfully submitted:

(Name of Contracting Firm)

BY: _____

TITLE: _____

DATE: _____, 20____

STATEMENT OF EXPERIENCE

FORM OF PROPOSAL

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF
EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF
EXPERIENCE: _____

BY: _____
Name of Firm

DATE: _____

BY: _____

TITLE: _____

Include all officers, office management, and field management personnel. Attach separate sheets if necessary.

LIST OF PROPOSED SUBCONTRACTORS

FORM OF PROPOSAL

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: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.

SUBCONTRACTOR

1. _____

Name: _____

Address: _____

2. _____

Name: _____

Address: _____

3. _____

Name: _____

Address: _____

4. _____

Name: _____

Address: _____

5. _____

Name: _____

Address: _____

6. _____

Name: _____

Address: _____

7. _____

Name: _____

Address: _____

8. _____

Name: _____

Address: _____

FORM OF PROPOSAL
LEGAL STATUS OF BIDDER

Bidder _____

Date _____

1. A corporation duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this 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 Proposal.

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

FORM OF PROPOSAL

**AUTHENTICATION OF BID AND STATEMENT OF
NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky _____. Check the statement applicable.
6. This offer is for sixty (60) calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID.

Signed by _____

Firm _____

Address _____

Telephone No. _____

Date _____

GENERAL SPECIFICATIONS

PRELIMINARY PREPARATIONS:

Prior to any resurfacing, the Director of STREETS & ROADS, or his representative, will make an inspection of the existing pavement to determine what repairs shall be made. Where there are depressions in the surface of the existing pavement, but the existing base is satisfactory, the surface material shall be cut out, squared up and refilled with bituminous base to the height of the surrounding surface; where it is determined that there is a failure of the base, this portion shall be cut out, squared up and base concrete of a compressive strength of three thousand five hundred (3,500#) pounds per square inch is to be placed to the height of the surrounding base. Concrete supplied as base material will be paid for at the unit price bid under BASE CONCRETE. Asphalt surface removal and base removal will be paid for on the basis of actual quantities removed at the respective unit prices bid. Where there are humps, waves, or other irregularities in the existing surface, bituminous binder shall be applied to level up the surface prior to application of surface. All material and labor involved in supplying and laying the bituminous binder, mentioned above, will be paid for at the unit price bid on "Bituminous Concrete for Base".

CLEANING SURFACE:

Curb and Gutter Section of Street

The pavement shall be swept with a mechanical sweeper of an approved type and with wire hand brooms, when necessary; the sweeping to be continued until the surface is thoroughly cleaned. Special care shall be taken to clean the edges of the surface so that the full width of the roadway to be treated shall be uniformly clean. Where any mud or earth exists, it shall be removed long enough in advance of application of bituminous material to allow the surface to become thoroughly dry. All grass and/or weeds must be removed before sweeping. All sweeping is to be done from the edge of the pavement or front face of the curb toward the center, then picked up and disposed of off site. This is to be completed before the application of a tack coat. No additional payment will be paid for cleaning. This work will be considered incidental to bituminous pavement.

Streets Without Curbs and/or Gutters

The existing road surface shall be prepared by using a grader or similar equipment to expose the full width of the existing pavement. The material is to be picked up and disposed of off site. This work will be considered incidental to placing of bituminous pavement and no additional payment will be paid.

BITUMINOUS RESURFACING

Asphalt Mixture Component and Production Restrictions:

The use of reclaimed asphalt pavement (RAP) from Kentucky Department of Highways Projects, LFUCG projects, or other sources approved by the Director of Streets & Roads, is permitted. For other RAP sources to be approved, the contractor must satisfy the Director that the quality and consistency of the RAP is acceptable.

In order to be acceptable, the RAP shall be of consistent gradation, mineralogy and quality (soundness and wear) properties; and asphalt binder content and asphalt binder properties. RAP shall be limited to more than twenty percent (20%) of the weight of the mixture for surface mixes and twenty-five percent (25%) in base mixes.

Reclaimed asphalt shingles (RAS) are not permitted for use.

All surface and base mixes shall be produced using hot mix technology. Warm mix asphalt is not permitted.

TACK COAT:

Apply the tack coat with a spray bar that can be raised to a sufficient height so as to uniformly and completely coat the entire surface. When a uniform application, at the rate required, cannot be obtained from a spray bar, then apply the tack coat by fogging with a hand spray attachment.

The STREETS & ROADS Representative will only accept complete and uniform coverage. Unless otherwise specified in the requirements for the asphalt mixture being placed, apply tack at a rate to achieve an undiluted residue of 0.40 pounds (0.05 gallons) per square yard.

When furnishing RS-1 or CRS-1 for tack, apply them undiluted.

When furnishing SS-1, SS-1h, CSS-1, or CSS-1h for tack, the Division of STREETS & ROADS will allow diluted or undiluted application provided uniform and complete coverage is achieved. When applying tack in a diluted form, apply it a sufficient time in advance to ensure that all water has evaporated before placing the asphalt mixture.

On newly constructed base and binder courses, adjust the application rate as the STREETS & ROADS Representative directs.

When placing asphalt material adjacent to curbs, existing pavements, or other structures, first coat the contact surface of the existing structure with tack material.

If the initial application of any tack material is not uniform, apply additional material as directed at no additional expense to the Lexington-Fayette Urban County Government.

Remove asphalt material applied in excess of the requirements, or cover it with a blotter course of dry sand or stone chips as the STREETS & ROADS Representative directs.

On projects over which public traffic is being maintained, apply the tack coat over one-half of the pavement width, not to exceed one-half day's work, in advance of the construction of the asphalt cover course. Do not end the tack coat application at a location hazardous to traffic. Do not apply tack coat to a lane that requires overnight closure, unless the Streets & Roads Representative approves it in writing. Schedule the work so that at the end of the day's production all tack is covered with the asphalt mat or a sand blotter course. At road intersections or other traffic crossings, the STREETS & ROADS Representative may require the application of a sand blotter course over the tack coat.

When Sand for Blotter is included in the Contract as a bid item, cover the tack coat with surface-dry, natural sand in a minimum quantity sufficient to prevent the tack coat from being picked up by traffic. Apply the

sand uniformly at the rate the STREETS & ROADS Representative directs but not exceeding five pounds per square yard. The normal rate is two to three pounds per square yard.

Asphalt Material for Tack. STREETS & ROADS will not measure tack for payment and will consider it incidental to the asphalt courses.

BASE COURSE:

Where existing asphalt surface is removed and elsewhere when used as a leveling course, bituminous concrete, base course shall be used as directed by the Engineer. It may be hand raked or machine spread and rolled ahead of the surface course. The preparation of the materials for this course and the laying are to be in accordance with Division 400 of the KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, FRANKFORT, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 2008.

SURFACE COURSE:

This shall be C.L.2 bituminous concrete Surface 0.38D PG64-22, one and one half (1 ½") inches thick, weighing approximately one hundred and sixty five (165) pounds per square yard or as directed by the Engineer. The preparation of the material for this course and the laying of this course shall be in accordance with the KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, FRANKFORT, STANDARD SPECIFICATIONS AND FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 2008, Section 403 and Section 404.

BITUMINOUS CONCRETE LEVELING AND WEDGING

The estimated quantity of bituminous concrete binder and or surface for wedging and leveling is to be distributed by grader over areas as directed by the Engineer. The unit price bid per ton for leveling and wedging shall include base repairs, edge patching and correction of other irregularities. All grader leveling and wedging shall be done as a separate operation from the surfacing and shall be completed before the normal paving operations are begun. All areas to be treated shall be thoroughly cleaned and tacked with the same type of tack material as specified in the contract. The bituminous mixture shall be spread satisfactorily with a motor patrol grader and thoroughly compacted by rolling.

BASE REMOVAL:

Where there is evidence of base failure and the STREETS & ROADS Representative orders the removal of the existing base, payment will be made at the unit price bid for milling per ton.

BASE CONCRETE:

Where there is base removal and new base installed, the new base shall have a minimum compressive strength of three thousand five hundred (3,500#) pounds per square inch.

RAISING MANHOLES:

Manholes shall be adjusted after resurfacing has been completed. The Contractor will spot the locations of manholes and the Contractor shall remove the frames and covers and adjust them to conform to within 1/8 of an inch of to the asphalt surface, replace the disturbed concrete base, and resurface the area around the frames and covers. The minimum width of pavement to be removed around manholes shall be six (6") inches. The cast iron frames and covers to be adjusted shall be removed and reset on a full course of concrete mortar. The use of wedges or other similar devices shall not be permitted. The entire area disturbed in the removal of the frame and cover shall be completely refilled with concrete to the required height around the frame to receive the bituminous material. The unit price bid for adjusting manholes, frames, and covers shall include all necessary labor, equipment, and materials necessary to replace the concrete base and bituminous concrete surface of disturbed areas around the manholes. Frames and covers, which, in the opinion of the Director of STREETS & ROADS are unsuitable for reinstallation will be replaced by other frames and covers supplied by the URBAN COUNTY GOVERNMENT for installation by the Contractor at the unit price bid. Before adjustment or replacement of any manhole frame is undertaken, the entire bottom of the manhole shall be covered solidly by use of lumber or heavy canvas, or both, or, by other methods fully as effective. The method to be used shall be approved by the Director of STREETS & ROADS. The protective covering shall remain in place until all mortar and concrete work has been completed. The Contractor shall promptly remove all bricks, mortar, and other waste materials dropped into manholes. Lifting rings, as manufactured by National Utility Products Company, 29355 Ranney Parkway, Cleveland, Ohio 44145, or equal, may be used on frames manufactured after 1960. The method to be used shall be approved by the Director of STREETS & ROADS or his representative.

THE MANHOLES SHALL BE RAISED TO THE GRADE OF THE NEW ASPHALT TO WITHIN 1/8 OF AN INCH OF, USING ONE (1) RING ONLY, IF THE LIFTING RING METHOD IS USED. IF THE MANHOLE HAS AN EXISTING RING IT SHALL NOT BE RAISED USING A RING, BUT THE OTHER METHOD WILL BE USED.

Manhole adjusting rings that are removed and not reused are the property of the URBAN COUNTY GOVERNMENT and shall be delivered to the STREETS & ROADS Maintenance Facility located at 1791 Old Frankfort Pike, Lexington, Kentucky.

All manholes that are covered with asphalt shall be marked by using I.D. Locator that is 3.5" sq x 4 1/4" High with adhesive backing.

The Contractor at no cost to the URBAN COUNTY GOVERNMENT will raise manholes of the type that have leveling screws unless the manhole has to be removed. In that case, the payment for the work will be at the unit price bid. The Division of STREETS & ROADS will provide the Contractor with the wrench to raise these manholes, along with the lock down tabs.

SIGNING:

The Contractor will provide proper "Signing" during resurfacing activities to provide proper safety to both vehicular traffic and pedestrians. This shall comply with the American Traffic Safety Services Association Guide for work area traffic control, Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), (Current Edition).

"NO PARKING" SIGNS:

The Contractor must post "NO PARKING" signs twenty-four (24) hours in advance on streets or roads to be resurfaced or milled. This will require a safety officer's presence to witness the date and time of installation of the signs to insure that vehicles will be towed. It will be the Contractor's duty to notify and meet with the Police Department. In addition to posting "NO PARKING" signs, Contractor will leave a "notice of work to be performed" at each residence and on vehicles parked on the street at the same time the "NO PARKING" signs are posted. The Division of STREETS & ROADS will furnish the notices and "NO PARKING" signs. No additional payment will be made for this procedure. The contractor must remove all posted "No Parking" signs on Friday if they will not be able to complete the street(s) unless they are working on Saturday or Sunday.

SAFETY VESTS:

All members of the paving crew that are on the ground shall wear a type of safety vest that has been approved by KOSH or OSHA.

WEEKEND WORK:

There shall be no work on Saturdays or Sundays unless given forty-eight (48) hours written notice to the Director of STREETS & ROADS.

PERMIT:

The contractor must obtain a permit for resurfacing forty-eight (48) working hours in advance from the Division of Traffic Engineering of the Lexington-Fayette Urban County Government, 101 E. Vine St., Lexington, Kentucky prior to resurfacing each particular street. Saturdays and Sundays are not considered normal working days. For work to be done on Monday, a permit must be obtained no later than the previous Thursday by 9:00 a.m. For work to be done on:

Tuesday, a permit must be obtained no later than the previous Friday by 9:00 a.m.
Wednesday, a permit must be obtained no later than the previous Monday by 9:00 a.m.
Thursday, a permit must be obtained no later than the previous Tuesday by 9:00 a.m.
Friday, a permit must be obtained no later than the previous Wednesday by 9:00 a.m.

SPECIAL PROVISION FOR RUMBLE STRIPS

Contractor will install rumble strips on the edge of the road in conjunction with the paving operation.

Time the rolling operation so indentations are at the specified size and depth without causing unacceptable displacement of the asphalt mat. Correct unacceptable rolled in rumble strips by sawing.

No rumble strips will be required if the section of roadway has a rolled curb, boxed curb, or header curb.

Method of Payment:

No additional payment will be made for rumble strips as this shall be considered as incidental to the asphalt mixture.

SPECIAL PROVISION FOR ROLLING AND SHAPING

This work shall consist of shaping the gravel base as necessary to produce a uniform appearance and rolling to ensure compaction of the gravel base prior to the construction of a base course.

Basis of Payment

<u>Pay Item</u>	<u>Pay Unit</u>
Rolling and Shaping	Sq. Yd.

SPECIAL PROVISION FOR TREE DAMAGE

Description:

EXTREME CARE shall be used to avoid damage to any trees during the resurfacing contract.

Trees that are damaged shall be pruned to minimize any harmful effects.

Pruning:

All damaged branches shall be cut with a slanting cut just above a live and healthy bud whenever possible.

All ends of broken and damaged branches shall be removed with a clean cut made flush with a parent timber trunk.

Care shall be taken in pruning to preserve the natural character of the tree.

All cut surfaces over 3/4 inch/19 mm in diameter shall be painted with an approved tree paint.

Basis of Payment:

The work necessary to maintain the trees will be considered incidental to the resurfacing contract and no separate payment shall be made for such.

SPECIAL PROVISION FOR EDGE KEYS

Description

Edge keys to be either longitudinal or transverse. Shall be used only at the direction of the Division of STREETS & ROADS representative.

Construction

Edge keys to be neat and straight on all edges. Depth of key will be the same as the thickness of the bituminous course to be laid. Width shall be enough to allow a smooth transition, but in no case should be less than 18" (eighteen inches)/0.4575 m, nor more than 36" (thirty-six inches)/0.915 m before laying new bituminous courses. All edge keys shall be cleaned of dust and debris and sprayed with a bituminous tack coat.

Measurement and Payment

Edge keys shall be measured by linear foot. Payment will be by linear foot and prices shall be full compensation for furnishing, hauling, labor, equipment, tools, and all incidentals necessary to complete this work.

Basis of Payment

<u>Pay Item</u>	<u>Pay Unit</u>
Edge Key	Linear foot

SPECIAL PROVISION FOR ASPHALT CURB – 6" HIGH

Description: Construct asphalt curbs 6" high and a constant width either by hand or machine.

Materials and Equipment:

Asphalt Materials: For tack and paint coats use:

SS-1H
SS-1
C SS-1
C SS-1H
AE-60
RS-1 or
C RS-1

Asphalt Mixture: Use:

PG64-22 or
58-22

Aggregate: Use a gradation within the master range in the following table:

<u>Sieve Size</u>	<u>Percent Passing</u>
12.5 mm	100%
4.75 mm	60 – 80%
2.36 mm	45 – 65%
300 µm	13 – 25%
75 µm	6 – 12%

Use an asphalt binder with content between 6 to 8 percent by weight of the mixture. When using a porous aggregate, increase the asphalt content as needed to compensate for asphalt absorption by the aggregate. May also use Class "I" surface if installed at the same time as paving the street.

Machine:

Furnish a self-propelled machine for placing asphalt curb. Ensure that it is equipped with a material hopper, a distributing screw, and adjustable forming devices and capable of placing and compacting the asphalt mixture in a smooth section free of honeycomb areas.

Construction:

The surface should be cleaned where the curb is to be placed. Apply tack at a rate to achieve a residue of approximately 0.05 gallons per square yard of undiluted material. Allow the tack material to cure before covering it.

Apply an asphalt paint coat to the curb after construction.

Asphalt Curb:

Quantities will be measured in linear feet along the top of the curb. Tack and paint coats will not be measured for payment but will be considered incidental to this item of work.

Payment:

Payment will be made for the completed and accepted quantities under the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Asphalt Curb 6"	Linear Foot

Payment will be full compensation for all work required under Asphalt Curb 6".

BITUMINOUS PAVEMENT MILLING AND TEXTURING

This Special Provision shall apply when indicated in the proposal.

Description

This work shall consist of improving the profile, cross section, and surface texture of an existing bituminous pavement, and shall include all labor, materials, equipment, and incidentals necessary to complete the work, including disposal of all resultant cuttings.

Construction Requirements

Equipment

The equipment for milling and texturing the pavement shall be a power-operated, self-propelled planing machine or grinder capable of removing bituminous concrete to the required depth, profile, cross slope, and surface texture. The machine shall be capable of accurately establishing profile grades by referencing from either the existing pavement or from an independent grade control, and shall have positive means for controlling cross slope. The machine shall have a floating moldboard with sufficient down pressure to plane the milled surface. The machine shall have an effective means of removing cuttings from the pavement and for preventing dust from escaping into the air.

The textured pavement shall be thoroughly swept immediately behind the machine and all materials swept up shall be loaded and hauled away. A water truck shall be furnished and used to control dust from the work, when deemed necessary by the Director of STREETS & ROADS or his representative.

Supplemental equipment shall be provided as necessary to remove material adjacent to curbs, railroad crossings, and other areas that cannot be removed by the milling machine.

Milling and Texturing

- (1) General – After milling and texturing, the finished surface shall provide a smooth riding surface free from gouges, ridges, oil film, and other imperfections of workmanship, having a uniform texture, and true to the required grade and cross section. The elevation of the longitudinal edges of adjacent cuts shall not be more than 1/8 inch/4 mm. When practical, vertical longitudinal faces shall not be left during non-working hours in areas exposed to public traffic. When it is necessary to expose public traffic to vertical longitudinal faces, the faces shall be no more than 1 ¼ inches/30 mm in height and shall be tapered in a manner approved by the STREETS & ROADS representative to avoid creating a hazard for traffic.
- (2) When directed by the STREETS & ROADS representative a partial Milling and Texturing technique will be used. In this method the area to be milled and textured will be six feet (6') wide starting one inch (1") deep starting at the curb line and tapering to zero (0) six feet from the curb.

Where sound pavement has been gouged, torn, or otherwise damaged during the milling operations, or damage is done to any other property of any kind including utility frames, grates, covers, curbs, driveways or sidewalks, repairs shall be made by the CONTRACTOR at no cost to the Lexington-Fayette Urban County Government.

- (3) Cut more than 1-inch– Where a cut deeper than 1-inch required. The depth of the cut shall be determined by the Streets & Roads Representative. The cut shall be measured at the edge of the cutting drum. Each cut shall be completed over the entire length and width of the area; the next cut shall not be started until the area has been examined by the STREETS & ROADS representative and the representative determines that additional cutting is necessary or desirable.

The depth of cut indicated in the Contract is approximate only. The STREETS & ROADS representative on the project will determine the actual depth of cut.

- (4) Texture – The texture shall be uniform throughout the project and shall provide, in the judgment of the STREETS & ROADS representative, a satisfactory riding surface.
- (5) Surface Tolerance – The finished surface after the final cut shall not show a deviation greater than 1/8 inch/4 mm from a 10-foot/3 meter straightedge, and the cross slope shall not deviate more than 3/8 inch/10 mm in 10 feet/3 meters. All irregularities exceeding these limits shall be corrected.
- (6) Approaches and Tapers – Approaches and tapers shall be acceptably textured when required by the STREETS & ROADS representative. The STREETS & ROADS representative will determine length, width, and depth of cut on approaches and tapers. The approaches and tapers shall match the finished cut on the main line and shall be transitioned to the existing surface to with +/- 1/8 inch/4 mm.
- (7) Hauling – Unless otherwise specified, the cuttings shall become the property of the Contractor.
- (8) Milled Streets – all milled streets **must** have a scratch coat or be resurfaced within 48 hours of being milled. No street will be left milled over a weekend or a holiday period.

- (9) Manholes – Any manholes that are higher than the milled surface shall be covered using a manhole protector to provide safety to vehicles or by using asphalt to provide a smooth transition over the manhole. **In no case shall the manhole be left exposed.**

Adjusting Small Drainage Structures

The CONTRACTOR shall keep all small drainage structures, utility valves, etc. free of cuttings and other debris during the milling operation.

Method of Measurement

Bituminous Pavement Milling and Texturing – The material removed from areas acceptably milled and textured will be measured in tons.

The CONTRACTOR will make all necessary arrangements to have material weighed and verified to be correct as to tons hauled. No additional payment will be made for this.

Water used to control dust will not be measured for separate payment but will be considered incidental to the milling and texturing.

Basis of Payment

Bituminous Pavement Milling and Texturing – The accepted quantity of Bituminous Pavement Milling and Texturing will be paid for at the contract unit price per ton, which payment will be full compensation for all labor, materials, equipment, and incidentals necessary to mill and texture the pavement, and control dust. When the Contract does not include a separate bid item for Hauling Cuttings, then payment for Bituminous Pavement Milling and Texturing shall also include full compensation for all hauling necessary to deliver the cuttings.

Payments will be made under:

<u>Pay Items</u>	<u>Pay Unit</u>
Milling and Texturing - Full Pavement	Ton
Milling and Texturing – Partial Pavement	Ton

SPECIAL PROVISION FOR POLYPROPYLENE FIBER – REINFORCED BITUMINOUS CONCRETE MIXTURES

Description

This work shall consist of furnishing all materials and placement of fiber-reinforced bituminous concrete courses.

This work is intended to provide bituminous material having increased rutting resistance. **SPECIAL ATTENTION** shall be given to all aspects of the work to ensure that only high quality materials, equipment, and workmanship are utilized at all times.

Materials

- A. FIBERS – The fibers for reinforcement of bituminous mixtures shall be polypropylene, and be specifically manufactured for use in bituminous concrete mixes. The job mix shall include a minimum of 6 pounds of fibers per ton of mix. The fibers shall have a uniform singular shape, a uniform singular color, and the manufacturer shall provide documentation or certification that the following properties are met:

Material:	Polypropylene
Denier per filament:	4 +/- 1
Length:	10 +/- 2mm
Crimps:	None
Tensile Strength:	40,000 psi, minimum
Melting Point:	290 degrees F, minimum
Asphalt Retention:	35x @ 280 degrees F
Elongation:	100% minimum
Specific Gravity:	0.91
Alkali Resistance:	100% Strength Retained
(HCl solution at 70 degrees F)	
Shrink Test:	0% at 295 degrees F
Acid Resistance	
(HCl solution at 70 degrees F)	100% Strength Retained
Asphalt Affinity Test:	Equal to or more than 7.0 lbs.
Moisture Regain at	Less than 0.1%
(70 degrees F + 50% RH)	
U.V. Stability:	Min. 50% greater than natural
Glass Transition Temperature: *	-18 C (0 F)

*GTT is the temperature at which a fiber loses its flexibility and becomes brittle; therefore, it would tend to easily break, and as in the case of asphalt reinforcement, would lose its value.

B. MIXTURE REQUIREMENTS – The bitumen content shall be increased (normally 0.3%) to account for the added surface area taken up by the fiber.

The polypropylene fibers shall be added to the mix at the rate of six pounds per ton of mix.

1. At least two weeks prior to the start of asphalt concrete production, the manufacturer of the fiber shall furnish the following information and samples to the Division of STREETS & ROADS:
 - a. Certified test data for the fibers
 - b. A 10 foot uncut sample (tow) of the fiber

STREETS & ROADS will use this information from testing to determine the acceptability of the fibers.

2. The CONTRACTOR will obtain a random 0.5-pound sample of the finished fibers for each 25,000 pounds of fiber to be used on the project and these samples will be test to assure consistency of quality.

C. MIXING – Prior to the start of full production, the CONTRACTOR shall produce a test batch of fiber asphalt concrete to demonstrate to STREETS & ROADS how the fibers will be introduced and mixed into the asphalt concrete. The Director will determine the acceptability of the fiber asphalt concrete mixture at this time. If during production, the CONTRACTOR starts producing an unsatisfactory mix, production shall cease until the CONTRACTOR can produce a satisfactory test batch as described above.

When a batch type plant is used, the fibers shall be added as per the manufacturer’s recommendation to the heated aggregate prior to introduction of the asphalt cement. The aggregate and fibers shall be mixed for minimum of 20 (twenty) seconds after introduction of the fibers. Mixing time may be increased if satisfactory results are not obtained.

When a drum mix type plant is used, the fibers shall be introduced into the aggregates by the reclaimed material feed system or by an adjustable pipe near the bitumen feed pipe.

The CONTRACTOR shall provide suitable means to calibrate and check the rate and quantity of fibers being added. Such checks will be performed when deemed necessary by STREETS & ROADS.

The manufacturer's technical representative of the polypropylene fiber shall be available during the initial start up. If the Streets & Roads Representative requests.

- D. MIXTURE CONTROL – Mixture temperature control is critical. The fiber mixture must not be over-heated. The maximum temperature of the aggregate shall not exceed 290 degrees F. The asphalt cement temperature shall not exceed 300 degrees F. The temperature of the finished mixture shall not exceed 290 degrees F. Mixture found to have been heated above 290 degrees F may be rejected. Any mixture found at such temperature shall be evaluated. If placed, the resulting pavement may be required to be removed and replaced, left in place with suitable price adjustment, etc. The lay down temperature of the fiber mix will be no higher than 290 degrees F nor lower than 260 degrees F.
- E. CERTIFICATION OF UTILIZATION – The CONTRACTORS CERTIFICATION OF UTILITIZATION OF BITUMINOUS MIXTURE MODIFIERS form shall be completed and submitted as indicated on the form.
- F. METHOD OF MEASUREMENT – Measurement of the bituminous concrete mixture, including the fibers, will be by the ton.
- G. BASIS OF PAYMENT – Payment for the accepted quantity of the bituminous mixture specified at the contract unit price shall be full compensation for all work and materials necessary to furnish and place the mixture including the fibers, and including any special equipment or extra labor necessary, any special mixing, placing, or compacting procedures and all incidentals associated with construction of the fiber reinforced pavement.

TRAFFIC MARKINGS

Contractor shall be responsible for replacing the lane markings. Temporary and/or permanent markings shall be maintained at all times. Markings shall meet the Kentucky Transportation Cabinet Standard Specifications.

PAVEMENT MARKING

DESCRIPTION:

This special note covers requirements for pavement markings to be furnished and applied by the Contractor.

Special markings, such as crosswalks and railroad crossings, are required unless otherwise specified.

Section references herein are to the Department's Standard Specifications for Road and Bridge CONSTRUCTION, EDITION OF 2008.

PAVEMENT STRIPING:

A. Criteria for Use

1. If there are no centerline pavement markings on the existing pavement at the time the project is advertised for bids, no markings will be required, unless otherwise specified.

2. Pavement markings shall be applied when any course of a new pavement is driven over by the public, or on each course constructed on resurfacing projects including patching, milling, leveling, and wedging courses, except when existing centerline markings have not been obscured and are plainly visible. Pavement marking material for centerlines and lane lines shall be installed on the top course constructed every day before sunset that day unless otherwise indicated in the plans or proposal. The installation of edge line markings may be deferred until all shoulder paving is complete. When rain or other unavoidable occurrences prevent marking before sunset, it shall be done as soon as conditions permit during daylight hours.

3. On resurfacing, pavement restoration, and pavement rehabilitation projects, pavement markings on courses to be overlaid shall consist of centerline and lane line markings. No-passing zones will be located as outlined in Section E, Records. Markings on the final surface course shall include edge line markings if they were in place on the existing pavement at the time the project was advertised for bids. On all other projects, the markings to be placed will be as specified in the contract or as otherwise designated by the STREETS & ROADS Representative. Centerline markings, those separating traffic moving in opposite directions, shall be yellow in color. Lane line markings, those separating traffic moving in the same direction, shall be white in color. These markings shall be skip lines and solid lines as required by Part III of the Manual on Uniform Traffic Control Devices (MUTCD). Skip lines shall meet requirements of Paragraph II.C.5 herein. Edge lines shall be solid lines and the color shall be determined by Part III of the MUTCD.
4. Final markings, as described above, shall be applied to Portland Cement concrete pavement before opening the highway to the public.

B. Materials

Materials for striping may be paint with glass beads.

The paint must generally comply with specifications for Type III Chlorinated Rubber-Alkyd type paint, as described in Federal Specifications TT-P-115E, with the following exceptions:

- (1) The weight per gallon must exceed 12.00 lbs.
- (2) Drying time must not exceed one minute to touch nor five minutes to no pick up when applied at 120 degrees F.
- (3) The viscosity at 77 degrees F must be 75-90 Krebs Units.
- (4) The percent of pigment by weight must be 45-55 percent.
materials noted below, in excess of the minimum weight in pounds per gallon of paint:
- (5) Composition of the pigment must include a portion of the following

	<u>White</u>	<u>Yellow</u>
Titanium Dioxide	1.00	0.25
Magnesium Silicate	2.20	2.20
Zinc Oxide	0.25	0.25
Calcium Carbonate	2.20	2.00
Chrome Yellow	0	1.00

- (6) Composition of the vehicle must include a portion of the following materials noted below, in excess of the minimum weight of pounds per gallon of paint:

	<u>White</u>	<u>Yellow</u>
Alkyd Resin Solution	1.00	1.00
Chlorinated Rubber	1.00	1.00
Chlorinated Paraffin	0.75	0.75
Methyl Ethyl Ketone	2.00	1.75
Toluene	0.25	0.25
Xylene	0.3	0.3

- (7) The vehicle must include trace amounts, to exceed 0.01 pounds per gallon of paint, of lead drier, cobalt drier and anti-skinning agent.

- (8) All bids should include documentation of actual chemical composition and reference to governmental agencies and specifications whereby the materials bid are successfully being used. The Lexington-Fayette Urban County Government reserves the right to reject delivered materials if a laboratory examination determines that the composition does not conform to the documentation included with the bid.

C. Application of Striping

1. Application and maintenance of pavement striping shall be as specified in Section 746.05. Paint shall be applied at a rate of not less than 38.8 liters per kilometer (16.5 gallons per mile) of solid 102-millimeter (4-inch) line and 58.3 liters per kilometer (24.8 gallons per mile) of solid 152-millimeter (6-inch) line. Glass beads shall be applied at a rate of not less than 0.6 kilograms per liter (5 pounds per gallon) of paint. Pavement striping shall be maintained throughout the duration of the project at no additional cost to the Lexington-Fayette Urban County Government.
2. All Pavement Striping (Temporary) shall be 102 millimeters (4 inches) in width.
3. The 102-millimeter (4-inch) lines shall have clean edges and shall not be less than 102 millimeters (4 inches) or more than 152 millimeters (6 inches) nor more than 203 millimeters (8 inches) in width. These tolerances may not apply when deviations are caused by undulation in the pavement surface.
4. The skip lines shall have stripe-to-gap ratio of 3-meter (10-foot) paint stripe to a 9.1-meter (30-foot) gap. The length of the stripe shall not be less than 3.0 meters (10 feet) nor longer than 3.2 meters (10 feet 6 inches). The stripe-gap cycle shall not be less than 12.0 meters (39 feet 6 inches) nor longer than 12.3 meters (40 feet 6 inches).

D. Application Equipment

1. The striper used for the markings on the final course must be self-propelled and capable of heating the paint to provide uniform flow and enhance quick drying of the paint.

This striper must have a guide boom or optical pointer in order to attain smooth and straight lines. The equipment must use air pressure or pump pressure to maintain proper paint pressure at all times. The equipment shall be capable of applying a single line or parallel lines of the specified width and in any combination of a skip line and a solid line in one pass.

2. The equipment shall be equipped with a paint cutoff device to provide clean, square marking ends of the paint lines.

F. Marking Removal

Any markings done in error or which do not conform to the traffic operation in use must be removed. Markings may be removed by either an abrasion or burning process to the satisfaction of the Lexington-Fayette Urban County Government. Painting of existing markings with bituminous or other material to obliterate the markings shall not be allowed.

MEASUREMENT AND PAYMENT:

Pavement striping will be measured by the linear foot. Measurement of pavement striping for payment will be made only once per course. Payment will be made under:

<u>ITEM</u>	<u>UNIT</u>
102-mm (4") Pavement Striping, (Temporary)	linear foot
102-mm (4") Pavement Striping, (Permanent)	linear foot
152-mm (6") Pavement Striping, (Temporary)	linear foot
152-mm (6") Pavement Striping, (Permanent)	linear foot

MAINTENANCE AND PROTECTION:

All foreign materials shall be removed from the surface of each course before rolling or before placing the following covering courses.

The Contractor shall provide necessary flagmen, barricades, warning signs, and flashing arrows when required, to protect all sections of newly compacted base, binder, and surfaces from traffic until each has hardened sufficiently to bear traffic without undue distortion, and to provide for public convenience and safety as specified in Section 107 of KENTUCKY DEPARTMENT OF HIGHWAYS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 2008.

Asphalt Speed Hump Bid Specifications for Price Contract

Prepared by the Lexington-Fayette Urban County Government Division of Traffic Engineering

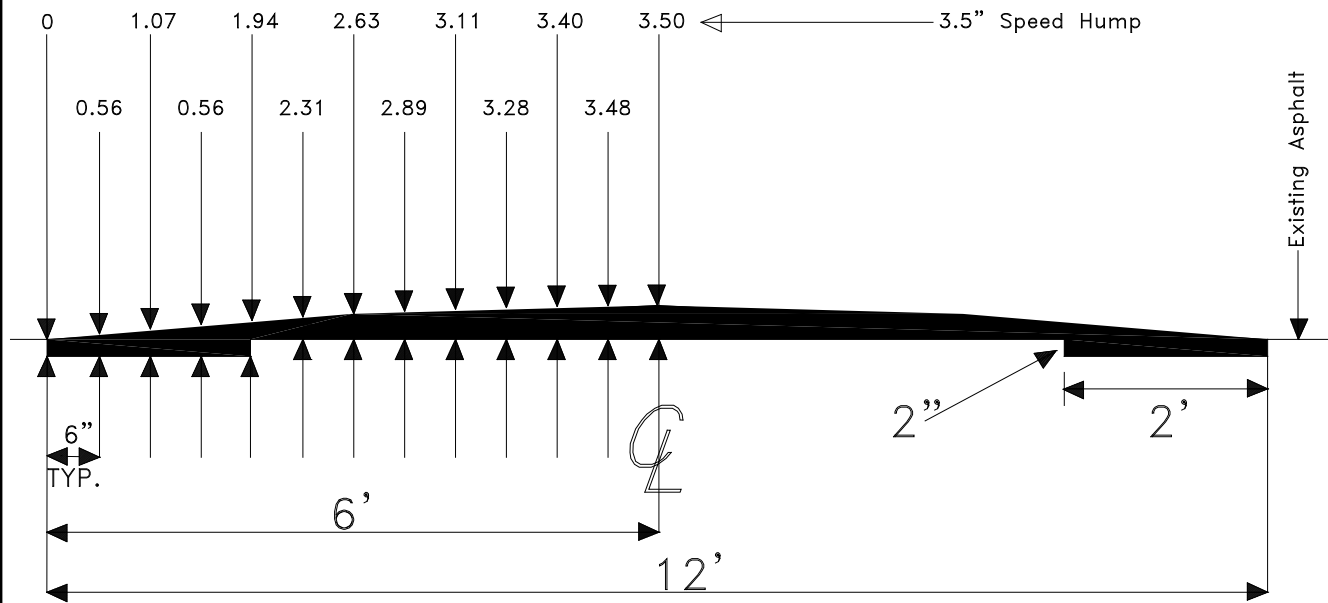
January 9, 2009

- The contractor will provide all labor, materials and installation equipment. Materials and workmanship are to meet LFUCG standards.
- Asphalt speed humps are to be constructed to LFUCG and *Institute of Transportation Engineers (ITE)* standard cross-sections and are to be 12' in length along the roadway. Asphalt speed humps are to be constructed as shown on the attached schematic and are to be referenced as 3.5" speed humps. (See Speed Hump Cross Section – page 2)
- It is strongly recommended that the successful contractor construct a template that can be used to insure that the proper cross-sectional tolerances are met. The LFUCG will utilize a template to verify that the cross-section meets LFUCG standards. The LFUCG Division of Traffic Engineering will inspect each hump after it has been completed to insure that proper tolerances are met and that the desired cross-section is constructed.
- A 2"x24" key is to be milled at each end of the speed hump to lock the speed hump into the existing asphalt roadway.
- Tack coat is to be applied at each speed hump location to insure proper bond of the new surface to the old surface.
- Old surface and keyed area to be thoroughly cleaned prior to new asphalt placement.
- Asphalt speed humps installed on roadways with no curb and gutter are to be constructed with uniform cross-section to the end of the pavement edge.
- Asphalt speed humps installed on roadways with curb and gutter are to be installed to the edge of the gutter pan and are to be tapered to the gutter pan starting 12" from the end of the speed hump (edge of the gutter pan).
- 12" wide hot melt pavement markings are to be applied to each speed hump and are to meet LFUCG Division of Traffic Engineering requirements. (See attached *MUTCD 2003 Edition* striping layout schematic and bid specifications – pages 3-5). **Markings are to be installed as soon as possible after the speed humps are in place.**
- **The contractor has 20 working days from the date of notification to complete the installation.**
- The contractor is to notify the Division of Traffic Engineering of the scheduled installation date and must obtain the necessary permits to perform the work including but not limited to a Lane Blockage Permit from the Division of Traffic Engineering.
- The Division of Traffic Engineering reserves the right to have an inspector on site to insure that proper procedures are being followed and the speed hump installation meets LFUCG standards.

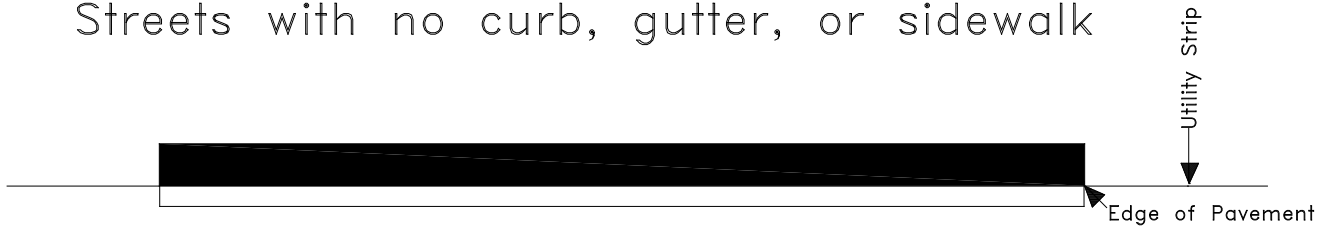


SPEED HUMP CROSS-SECTION

Speed Hump cross-section along street



Streets with no curb, gutter, or sidewalk



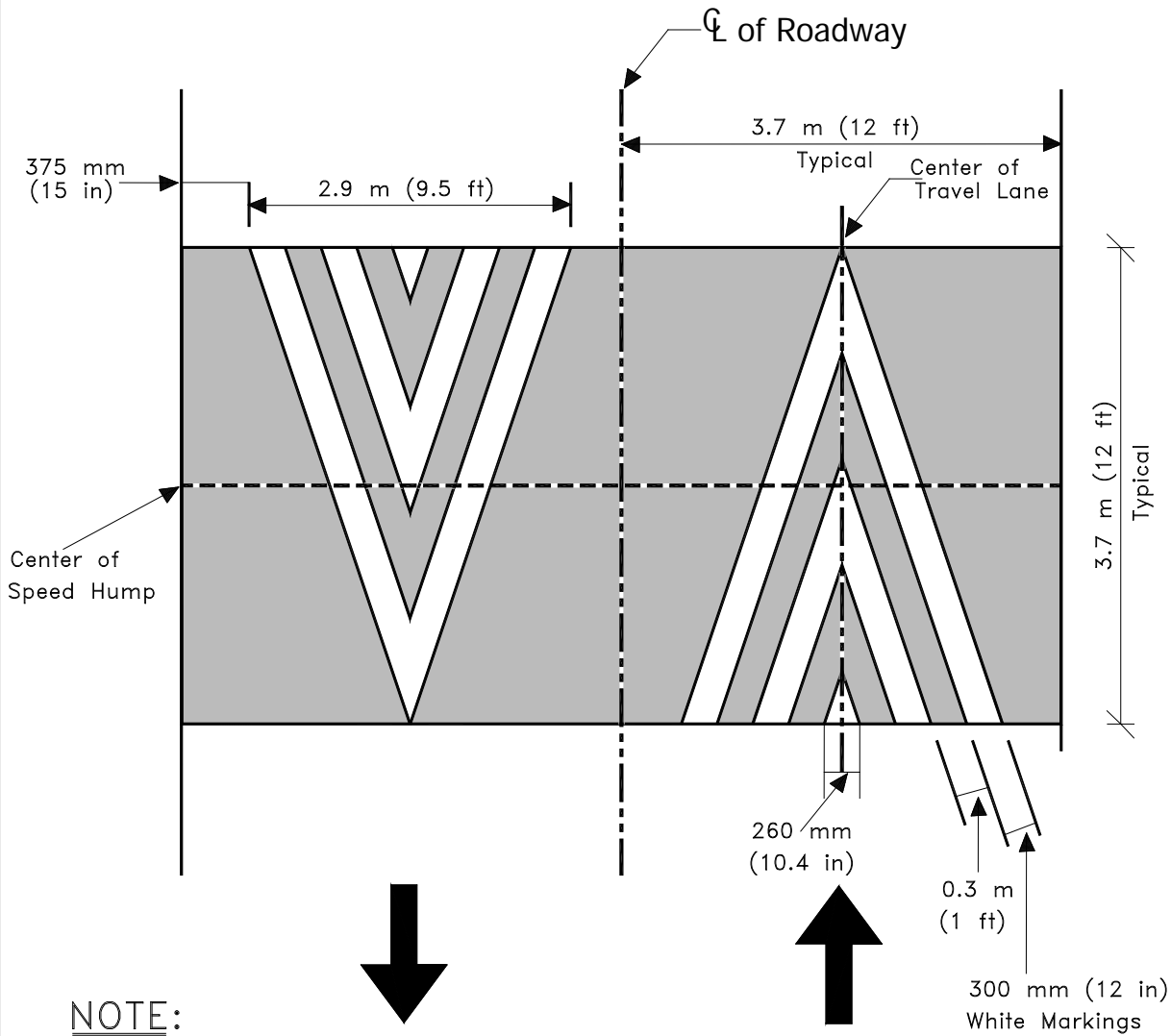
Streets with curb, gutter, and sidewalk



Notes:

1. A 2'X2" key is to be milled at each end of the hump.
2. Tack coat is to be applied at each speed hump location.

SPEED HUMP STRIPING



NOTE:

12" WIDE HOT MELT MARKINGS ARE TO BE USED ON EACH SPEED HUMP AND ARE TO MEET LFUCG DIVISION OF TRAFFIC ENGINEERING REQUIREMENTS.

Striping Specifications

HOT MELT MARKINGS SPECIFICATIONS

1. GENERAL :

It is the intent and purpose of this specification to describe and/or define preformed thermoplastic retroflective pavement markings designed for use as stop bars, crosswalks, arrows, legends, etc. in highway road markings.

The Lexington-Fayette Urban County Government, Division of Traffic Engineering reserves the right to reject any and all materials or to waive portions of these specifications.

- 1.1 The material must be resilient white or yellow (and other colors as required) thermoplastic product with uniformly distributed glass beads throughout the material. The material must be resistant to the effects of motor fuels, lubricants, hydraulic fluids, etc. All material must be capable of being affixed to bituminous and/or concrete pavements by the use of the normal heat of a propane torch.
- 1.2 The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the propane torch.
- 1.3 The material must be able to be applied in temperatures down to 32 degrees F., with no other minimum road or air temperature. No special storage, preheating or treatment of the material or special heating of the road surface other than normal removal of wetness of the highway surface shall be required.

2. MATERIAL :

Must be composed of an ester modified rosin resistant to degradation by motor fuels, lubricants etc. in conjunction with aggregates, pigments, binders, glass beads with have been factory produced as a finished product, and meets the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material must conform to AASHTO designation M249-79 (86), with exceptions due to the material being supplied in a preformed state.

- 2.1 The material must contain a minimum of thirty percent-intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent.
- 2.2 The material must have factory applied coated surface beads (unless stated otherwise) in addition to the intermixed beads at a rate of 1 pound (+/- 10%) per 11 square feet.

3. PIGMENTS:

- 3.1 White - Sufficient titanium dioxide pigment is to be used to ensure a color similar to Federal Highway White, Color No. 17886, as per Federal Standard 595.

Striping Specifications

3.2 Yellow - Sufficient yellow pigment is to be used to ensure a color similar to Federal Highway Yellow, Color No. 13655, as per Federal Standard 595. The yellow pigment must contain no lead chromate.

4. **HEATING INDICATORS:**

The top surface of the material shall have regularly spaced indents that shall act as an indicator system for the operator to properly gauge the correct amount of heat to apply during installation. The indents shall work by closing together to show that the material has reached a molten state.

5. **SKID RESISTANCE:**

The surface, with properly applied and embedded surface beads, must provide a resistance value of 45 BPN to 55 BPN when tested according to ASTM: E303.

If available, substitution of a "High Skid" (or equivalent) resistant pavement marking material may be requested at no additional charge.

6. **THICKNESS:**

The material must be installed at a minimum thickness of 125 mils (3.155 mm), unless otherwise stated.

7. **ENVIRONMENTAL RESISTANCE:**

The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to oil and gasoline.

8. **APPLICATION:**

8.1 Asphalt - The material shall be applied using the propane torch method. The material must be able to be applied at ambient and road temperatures down to 32 degrees F. without any preheating of the pavement to a specific temperature.

8.2 Concrete - The same application procedure shall be used as for asphalt, however, a compatible primer sealer may be applied before application to assure proper adhesion.

In addition to requirements listed above, all materials will comply with the requirements and/or specifications and testing as listed in the "Standard Specifications For Road and Bridge Construction, Edition of 2000" (or later) as published by the Kentucky Transportation Cabinet/Department of Highways.

Dated: January, 2001

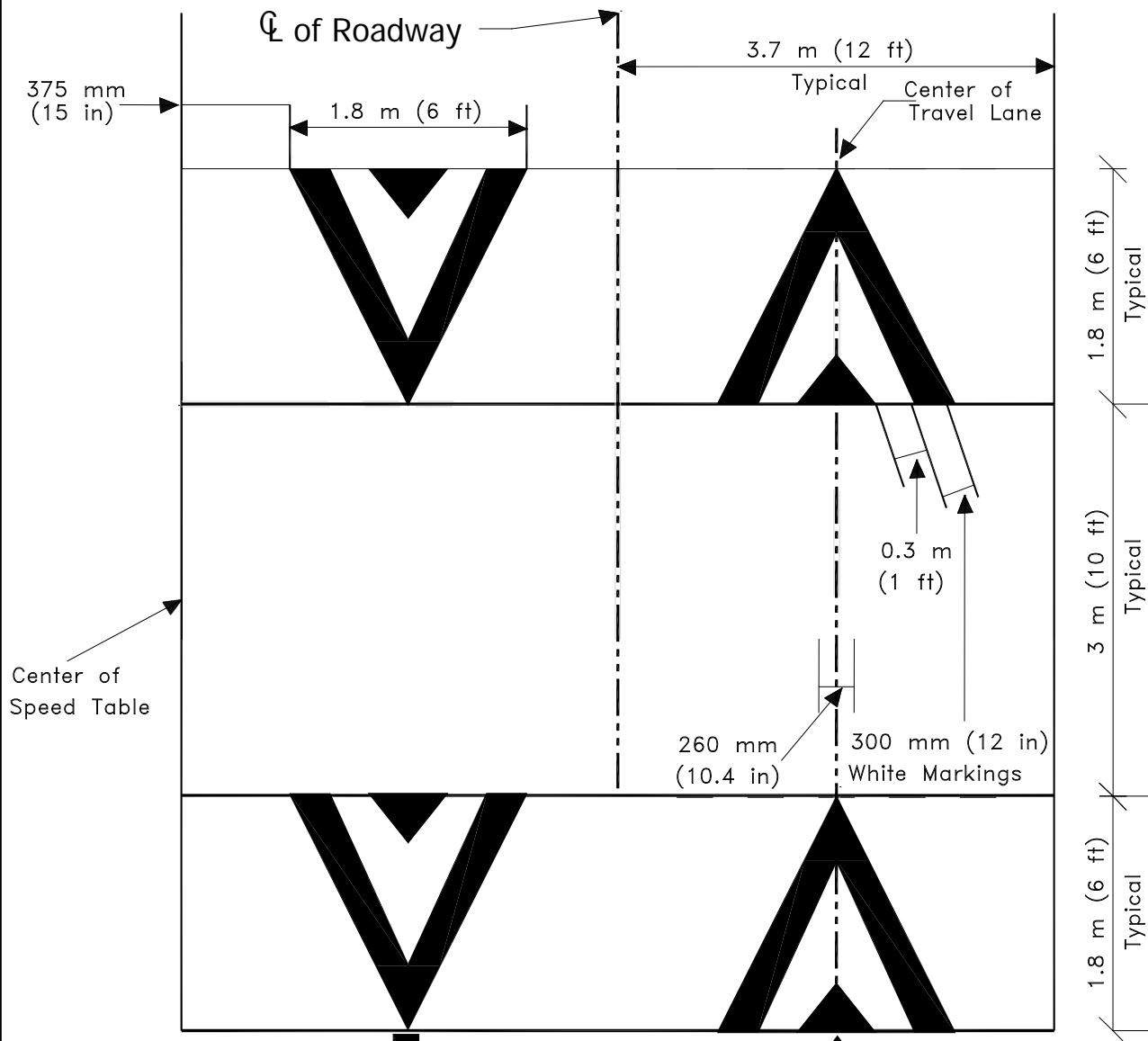
Asphalt Speed Table Bid Specifications for Price Contract

Prepared by the Lexington-Fayette Urban County Government Division of Traffic Engineering

January 9, 2009

- The contractor will provide all labor, materials and installation equipment. Materials and workmanship are to meet LFUCG standards.
- Asphalt speed tables are to be constructed to LFUCG and *Institute of Transportation Engineers (ITE)* standard cross-sections and are to be 22' in length along the roadway. Asphalt speed tables are to be constructed as shown on the attached schematic and are to be referenced as 3" speed tables. (See Speed Table Cross Section – page 2)
- It is strongly recommended that the successful contractor construct a template that can be used to insure that the proper cross-sectional tolerances are met. The LFUCG will utilize a template to verify that the cross-section meets LFUCG standards. The LFUCG Division of Traffic Engineering will inspect each table after it has been completed to insure that proper tolerances are met and that the desired cross-section is constructed.
- A 2"x36" key is to be milled at each end of the speed hump to lock the speed table into the existing asphalt roadway.
- Tack coat is to be applied at each speed table location to insure proper bond of the new surface to the old surface.
- Old surface and keyed area to be thoroughly cleaned prior to new asphalt placement.
- Asphalt speed tables installed on roadways with no curb and gutter are to be constructed with uniform cross-section to the end of the pavement edge.
- Asphalt speed tables installed on roadways with curb and gutter are to be installed to the edge of the gutter pan and are to be tapered to the gutter pan starting 12" from the end of the speed hump (edge of the gutter pan).
- 12" wide hot melt pavement markings are to be applied to each speed table and are to meet LFUCG Division of Traffic Engineering requirements. (See attached *MUTCD 2003 Edition* striping layout schematic and bid specifications – pages 3-6). **Markings are to be installed as soon as possible after the speed tables are in place.**
- **The contractor has 20 working days from the date of notification to complete the installation.**
- The contractor is to notify the Division of Traffic Engineering of the scheduled installation date and must obtain the necessary permits to perform the work including but not limited to a Lane Blockage Permit from the Division of Traffic Engineering.
- The Division of Traffic Engineering reserves the right to have an inspector on site to insure that proper procedures are being followed and the speed table installation meets LFUCG standards.

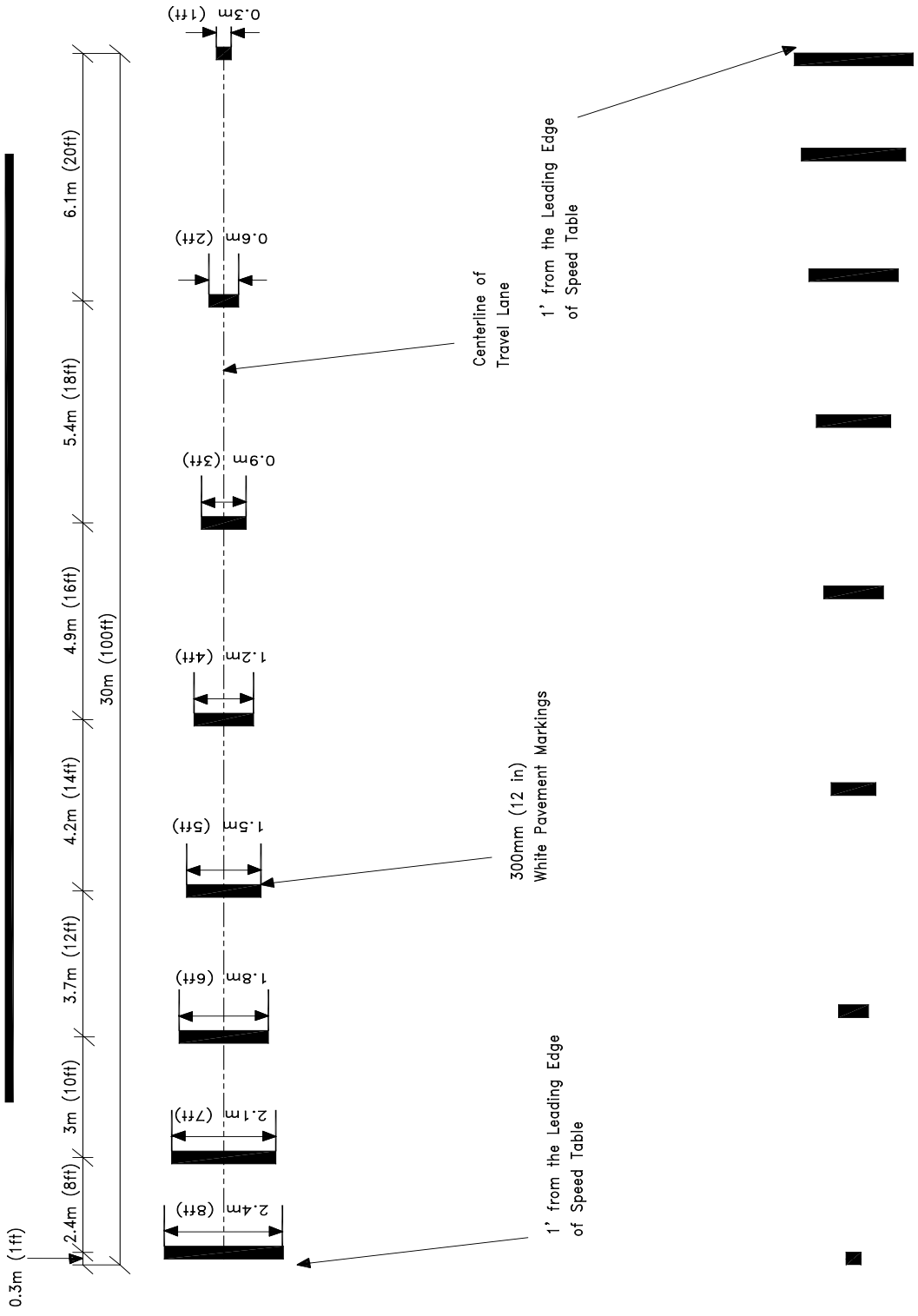
SPEED TABLE STRIPING



NOTE:

12" WIDE HOT MELT MARKINGS ARE TO BE USED ON EACH SPEED TABLE AND ARE TO MEET LFUCG DIVISION OF TRAFFIC ENGINEERING REQUIREMENTS.

SPEED TABLE ADVANCE WARNING MARKINGS



Striping Specifications

HOT MELT MARKINGS SPECIFICATIONS

1. GENERAL :

It is the intent and purpose of this specification to describe and/or define preformed thermoplastic retroreflective pavement markings designed for use as stop bars, crosswalks, arrows, legends, etc. in highway road markings.

The Lexington-Fayette Urban County Government, Division of Traffic Engineering reserves the right to reject any and all materials or to waive portions of these specifications.

- 1.1 The material must be resilient white or yellow (and other colors as required) thermoplastic product with uniformly distributed glass beads throughout the material. The material must be resistant to the effects of motor fuels, lubricants, hydraulic fluids, etc. All material must be capable of being affixed to bituminous and/or concrete pavements by the use of the normal heat of a propane torch.
- 1.2 The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the propane torch.
- 1.3 The material must be able to be applied in temperatures down to 32 degrees F., with no other minimum road or air temperature. No special storage, preheating or treatment of the material or special heating of the road surface other than normal removal of wetness of the highway surface shall be required.

2. MATERIAL :

Must be composed of an ester modified rosin resistant to degradation by motor fuels, lubricants etc. in conjunction with aggregates, pigments, binders, glass beads with have been factory produced as a finished product, and meets the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material must conform to AASHTO designation M249-79 (86), with exceptions due to the material being supplied in a preformed state.

- 2.1 The material must contain a minimum of thirty percent-intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent.
- 2.2 The material must have factory applied coated surface beads (unless stated otherwise) in addition to the intermixed beads at a rate of 1 pound (+/- 10%) per 11 square feet.

3. PIGMENTS:

- 3.1 White - Sufficient titanium dioxide pigment is to be used to ensure a color similar to Federal Highway White, Color No. 17886, as per Federal Standard 595.

Striping Specifications

3.2 Yellow - Sufficient yellow pigment is to be used to ensure a color similar to Federal Highway Yellow, Color No. 13655, as per Federal Standard 595. The yellow pigment must contain no lead chromate.

4. **HEATING INDICATORS:**

The top surface of the material shall have regularly spaced indents that shall act as an indicator system for the operator to properly gauge the correct amount of heat to apply during installation. The indents shall work by closing together to show that the material has reached a molten state.

5. **SKID RESISTANCE:**

The surface, with properly applied and embedded surface beads, must provide a resistance value of 45 BPN to 55 BPN when tested according to ASTM: E303.

If available, substitution of a "High Skid" (or equivalent) resistant pavement marking material may be requested at no additional charge.

6. **THICKNESS:**

The material must be installed at a minimum thickness of 125 mils (3.155 mm), unless otherwise stated.

7. **ENVIRONMENTAL RESISTANCE:**

The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to oil and gasoline.

8. **APPLICATION:**

8.1 Asphalt - The material shall be applied using the propane torch method. The material must be able to be applied at ambient and road temperatures down to 32 degrees F. without any preheating of the pavement to a specific temperature.

8.2 Concrete - The same application procedure shall be used as for asphalt, however, a compatible primer sealer may be applied before application to assure proper adhesion.

In addition to requirements listed above, all materials will comply with the requirements and/or specifications and testing as listed in the "Standard Specifications For Road and Bridge Construction, Edition of 2000" (or later) as published by the Kentucky Transportation Cabinet/Department of Highways.

Dated: January, 2001

Asphalt Speed Table Bid Specifications for Price Contract

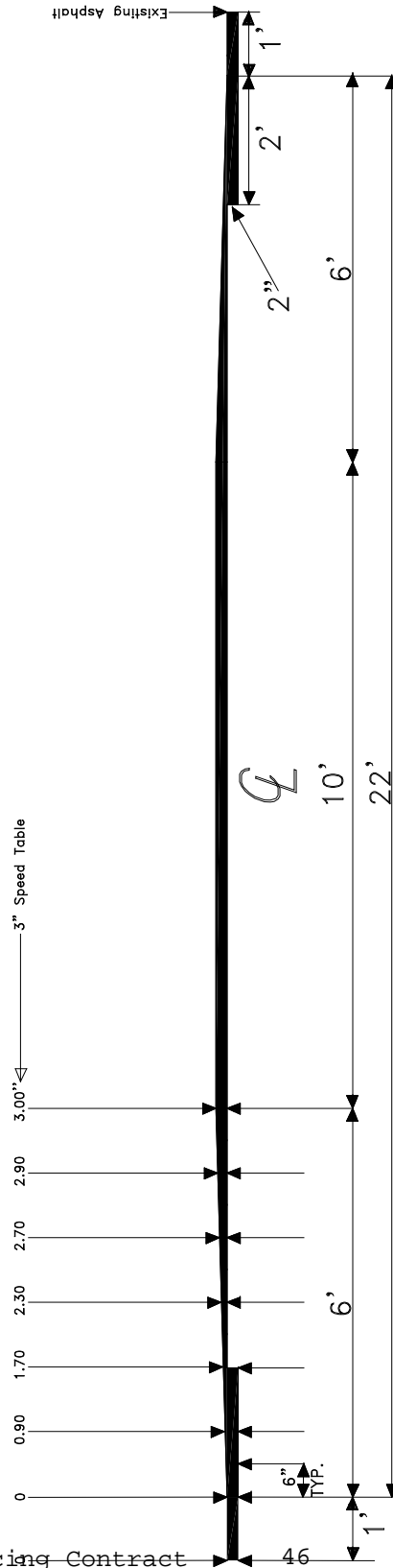
Prepared by the Lexington-Fayette Urban County Government Division of Traffic Engineering

January 9, 2009

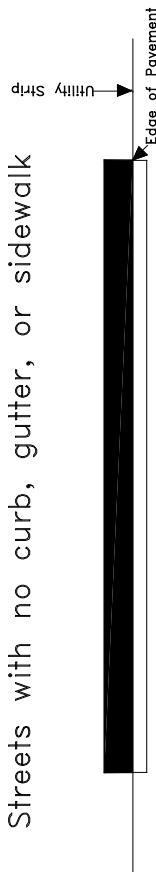
- The contractor will provide all labor, materials and installation equipment. Materials and workmanship are to meet LFUCG standards.
- Asphalt speed tables are to be constructed to LFUCG and *Institute of Transportation Engineers (ITE)* standard cross-sections and are to be 22' in length along the roadway. Asphalt speed tables are to be constructed as shown on the attached schematic and are to be referenced as 3" speed tables. (See Speed Table Cross Section – page 2)
- It is strongly recommended that the successful contractor construct a template that can be used to insure that the proper cross-sectional tolerances are met. The LFUCG will utilize a template to verify that the cross-section meets LFUCG standards. The LFUCG Division of Traffic Engineering will inspect each table after it has been completed to insure that proper tolerances are met and that the desired cross-section is constructed.
- A 2"x36" key is to be milled at each end of the speed hump to lock the speed table into the existing asphalt roadway.
- Tack coat is to be applied at each speed table location to insure proper bond of the new surface to the old surface.
- Old surface and keyed area to be thoroughly cleaned prior to new asphalt placement.
- Asphalt speed tables installed on roadways with no curb and gutter are to be constructed with uniform cross-section to the end of the pavement edge.
- Asphalt speed tables installed on roadways with curb and gutter are to be installed to the edge of the gutter pan and are to be tapered to the gutter pan starting 12" from the end of the speed hump (edge of the gutter pan).
- 12" wide hot melt pavement markings are to be applied to each speed table and are to meet LFUCG Division of Traffic Engineering requirements. (See attached *MUTCD 2003 Edition* striping layout schematic and bid specifications – pages 3-6). **Markings are to be installed as soon as possible after the speed tables are in place.**
- **The contractor has 20 working days from the date of notification to complete the installation.**
- The contractor is to notify the Division of Traffic Engineering of the scheduled installation date and must obtain the necessary permits to perform the work including but not limited to a Lane Blockage Permit from the Division of Traffic Engineering.
- The Division of Traffic Engineering reserves the right to have an inspector on site to insure that proper procedures are being followed and the speed table installation meets LFUCG standards.

22' SPEED TABLE CROSS-SECTION

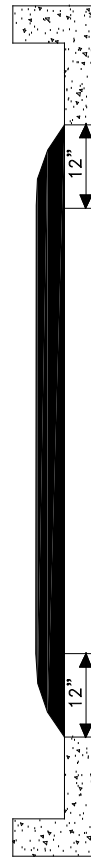
Speed Table cross-section along street



Streets with no curb, gutter, or sidewalk



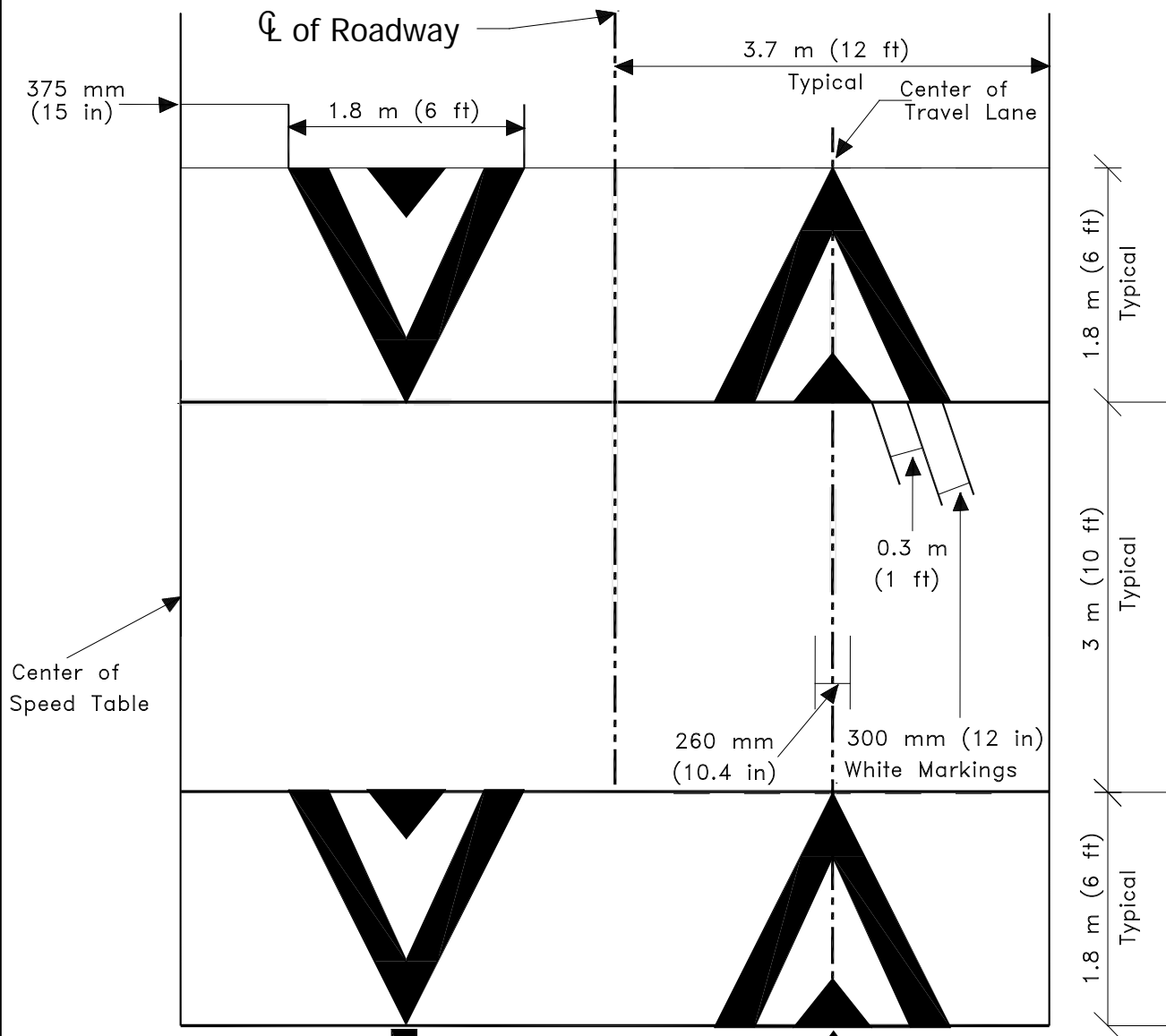
Streets with curb, gutter, and sidewalk



Notes:

- 1. A 2''X3' key is to be milled at each end of the table.
- 2. Tack coat is to be applied at each speed table location.

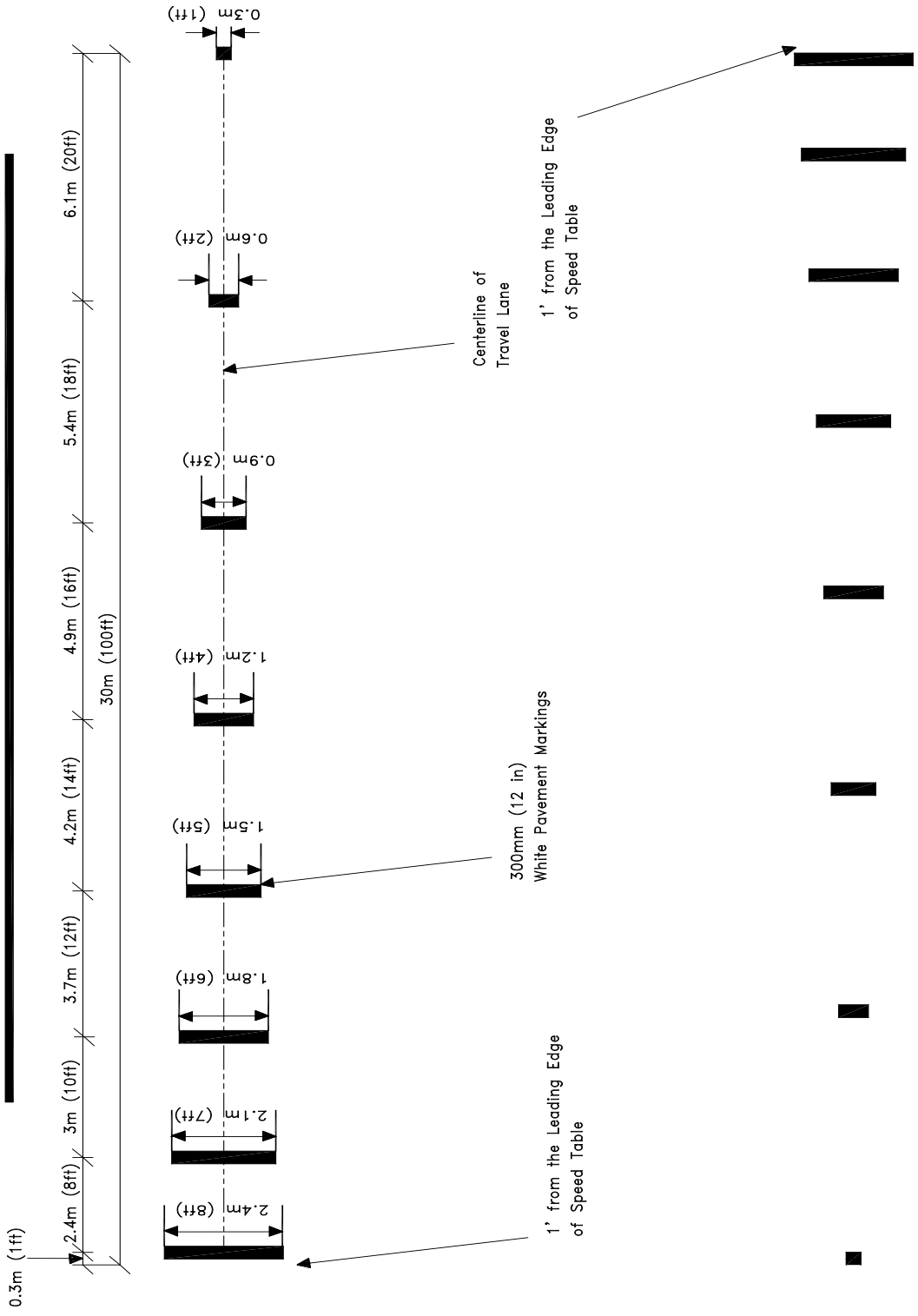
SPEED TABLE STRIPING



NOTE:

12" WIDE HOT MELT MARKINGS ARE TO BE USED ON EACH SPEED TABLE AND ARE TO MEET LFUCG DIVISION OF TRAFFIC ENGINEERING REQUIREMENTS.

SPEED TABLE ADVANCE WARNING MARKINGS



Striping Specifications

HOT MELT MARKINGS SPECIFICATIONS

1. GENERAL :

It is the intent and purpose of this specification to describe and/or define preformed thermoplastic retroflective pavement markings designed for use as stop bars, crosswalks, arrows, legends, etc. in highway road markings.

The Lexington-Fayette Urban County Government, Division of Traffic Engineering reserves the right to reject any and all materials or to waive portions of these specifications.

- 1.1 The material must be resilient white or yellow (and other colors as required) thermoplastic product with uniformly distributed glass beads throughout the material. The material must be resistant to the effects of motor fuels, lubricants, hydraulic fluids, etc. All material must be capable of being affixed to bituminous and/or concrete pavements by the use of the normal heat of a propane torch.
- 1.2 The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the propane torch.
- 1.3 The material must be able to be applied in temperatures down to 32 degrees F., with no other minimum road or air temperature. No special storage, preheating or treatment of the material or special heating of the road surface other than normal removal of wetness of the highway surface shall be required.

2. MATERIAL :

Must be composed of an ester modified rosin resistant to degradation by motor fuels, lubricants etc. in conjunction with aggregates, pigments, binders, glass beads with have been factory produced as a finished product, and meets the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material must conform to AASHTO designation M249-79 (86), with exceptions due to the material being supplied in a preformed state.

- 2.1 The material must contain a minimum of thirty percent-intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent.
- 2.2 The material must have factory applied coated surface beads (unless stated otherwise) in addition to the intermixed beads at a rate of 1 pound (+/- 10%) per 11 square feet.

3. PIGMENTS:

- 3.1 White - Sufficient titanium dioxide pigment is to be used to ensure a color similar to Federal Highway White, Color No. 17886, as per Federal Standard 595.

Striping Specifications

3.2 Yellow - Sufficient yellow pigment is to be used to ensure a color similar to Federal Highway Yellow, Color No. 13655, as per Federal Standard 595. The yellow pigment must contain no lead chromate.

4. **HEATING INDICATORS:**

The top surface of the material shall have regularly spaced indents that shall act as an indicator system for the operator to property gauge the correct amount of heat to apply during installation. The indents shall work by closing together to show that the material has reached a molten state.

5. **SKID RESISTANCE:**

The surface, with properly applied and embedded surface beads, must provide a resistance value of 45 BPN to 55 BPN when tested according to ASTM: E303.

If available, substitution of a "High Skid" (or equivalent) resistant pavement marking material may be requested at no additional charge.

6. **THICKNESS:**

The material must be installed at a minimum thickness of 125 mils (3.155 mm), unless otherwise stated.

7. **ENVIRONMENTAL RESISTANCE:**

The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to oil and gasoline.

8. **APPLICATION:**

8.1 Asphalt - The material shall be applied using the propane torch method. The material must be able to be applied at ambient and road temperatures down to 32 degrees F. without any preheating of the pavement to a specific temperature.

8.2 Concrete - The same application procedure shall be used as for asphalt, however, a compatible primer sealer may be applied before application to assure proper adhesion.

In addition to requirements listed above, all materials will comply with the requirements and/or specifications and testing as listed in the "Standard Specifications For Road and Bridge Construction, Edition of 2000" (or later) as published by the Kentucky Transportation Cabinet/Department of Highways.

Dated: January, 2001

BID SPECIFICATIONS FOR MARKINGS

1. GENERAL

It is the intent and purpose of this specification to describe and/or define preformed thermoplastic retro reflective pavement markings designed for use as stop bars, crosswalks, arrows, legends, etc. in highway road markings.

1.1 The material must be a resilient white or yellow (and other colors as required) thermoplastic product with uniformly distributed glass beads throughout the material. The material must be resistant to the effects of motor fuels, lubricants, hydraulic fluids, etc. All material must be capable of being affixed to bituminous and/or concrete pavements by the use of the normal heat of a propane torch.

1.2 The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the propane torch.

1.3 The material must be able to be applied in temperatures down to 32 degrees F., with no other minimum road or air temperature. No special storage, preheating or treatment of the material or special heating of the road surface other than normal removal of wetness of the highway surface shall be required.

2. MATERIAL:

Must be composed of an ester modified rosin resistant to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, glass beads which have been factory produced as a finished product, and meets the requirements of the current edition of the manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material must conform to ASASHTO designation M249-79 (86), with exceptions due to the material being supplied in a preformed state.

2.1 The material must contain a minimum of thirty percent-intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent.

2.2 The material must have factory applied coated surface beads (unless stated otherwise) in addition to the intermixed beads at a rate of 1 pound (+/- 10%) per 11 square feet with the following specifications:

- 1) Minimum 80% round
- 2) Minimum refractive index of 1.5
- 3) Minimum SiO₂ content of 70%
- 4) Maximum iron content of 0.1%

3. PIGMENTS:

3.1 White – Sufficient titanium dioxide pigment is to be used to ensure a color similar to Federal Highway White, Color No. 17886, as per Federal Standard 595.

3.2 Yellow – Sufficient yellow pigment is to be used to ensure a color similar to Federal Highway Yellow, Color No. 13655, as per Federal Standard 595. The yellow pigment must contain no lead chromate.

4. HEATING INDICATORS:

The top surface of the material shall have regularly spaced indents that shall act as an indicator system for the operator to properly gauge the correct amount of heat to apply during installation. The indents shall work by closing together to show that the material has reached a molten state.

5. **SKID RESISTANCE:**

The surface, with properly applied and embedded surface beads, must provide a resistance value of 45 BPN to 55 BPN when tested according to ASTM: E303. If available, substitution of a "High Skid" (or equivalent) resistant pavement marking material may be requested at no additional charge.

6. **THICKNESS:**

The material must be supplied at a minimum thickness of 125 mils (3.155mm), unless otherwise stated.

7. **TURN & COMBINATION ARROWS:**

Will be supplied without surface applied glass beads to facilitate the use of these arrows as either left or right indicators.

8. **ENVIRONMENTAL RESISTANCE:**

The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

9. **RETROREFLECTIVITY:**

When applied in accordance with manufactures guidelines, must demonstrate a uniform level of sufficient nighttime retro reflection when tested in accordance to ASTM E1710-97.

10. **APPLICATION:**

10.1 Asphalt – The material shall be applied using the propane torch method. The material must be able to be applied at ambient and road temperatures down to 32 degrees F. without any preheating of the pavement to a specific temperature.

10.2 Concrete – The same application procedure shall be used as for asphalt, however, a compatible primer sealer may be applied before application to assure proper adhesion.

11. Where applicable, these general specifications shall conform to and meet the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction Edition 2000 or later.

<u>ITEM</u>	<u>PER</u>
Stop Bar	L.F.
Crosswalks	L.F.
Curve Arrows	Each
Combination Arrows	Each
Bicycle Symbols	Each
School Symbols	Each
Pavement Marker – Type IV	Each
Pavement Marker – Type V	Each

PAYMENT

The Lexington Fayette Urban County Government (LFUCG) will make payment for the completed and accepted quantities under the following:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Traffic Markings	L.F.
Straight Arrows	Each
Curve Arrows	Each
Combination Arrows	Each
Stop Bars	L.F.
Cross Walks	L.F.
Striping	L.F.
4" Temporary	
4" Permanent	
Bicycle Symbols	Each
School Symbols	Each
Pavement Marker – Type IV	Each
Pavement Marker – Type V	Each

PRICE ADJUSTMENT

Due to the fluctuation cost of liquid petroleum products, LFUCG will adjust the compensation of specified liquid asphalt in contract when contract quantity thresholds are met.

LIQUID ASPHALT

LFUCG will compare the Kentucky Average Price Index (KAPI), for the month that the contract is let, to the index for the month that the Contractor places the material on the project to determine the percent change. When the original contract quantity for the asphalt items is equal to or greater than 1,000 tons and the average price of liquid asphalt increases or decreases more than 5 percent, LFUCG will adjust the Contractor's compensation. The KAPI is calculated monthly using the weighted average price, per ton at the terminal, from the active suppliers of liquid asphalt.

ADJUSTABLE CONTRACT ITEMS:

- Asphalt Material for Tack
- Asphalt Base, all classes
- Asphalt Surface, all classes
- Asphalt mixture for leveling and wedging

LFUCG will determine the price adjustment using the following formulas:

When PC is greater than PL:

Asphalt Price Adjustment = $(Q \times A) / 100 \times PL \times [(PC - PL) / PL - 0.05]$

When PC is less than PL:

Asphalt Price Adjustment = $(Q \times A) / 100 \times PL \times [(PC - PL) / PL + 0.05]$

Where:

Q=Tons of material or mixture placed each month

A=Percent of material or mixture that is asphalt

PL=KAPI for the month that the contract is let

PC=KAPI for the month that the contractor places the mixture or material

The job-mix formula for asphalt base and surface mixtures determines "A", which is the percent of asphalt. For recycled mixtures, LFUCG will determine the adjustment for the new asphalt cement only. LFUCG will consider materials for tack as 100 percent asphalt.

PAYMENT AND DEDUCTIONS

When thresholds are met, LFUCG will adjust the Contractor's compensation for eligible pay item, paid or deducted monthly.

If later price decreases indicate that LFUCG made an overpayment, LFUCG will withhold the overpayment from succeeding pay estimates on the project, or the Contractor shall immediately refund the over payment to LFUCG.

When the Contractor placed material during any month after the month that the Contract time (including all approved time extensions) expires, the Department will use the average price contract for the month that the Contractor places the material or the average price for the last month of the contract time, whichever is least.

LFUCG will not grant a time extension for any overrun in the Contract amount due to payments made according to this section. The Department will not make any additional compensation due to adjustments made according to this section.

LFUCG will adjust the Contractor's compensation on the following months pay estimate and on the final pay estimate. The Department will make the final adjustment of the Contractor's compensation on the final estimate for the project.

**ESTIMATED RESURFACING QUANTITIES
2014 - 2015 - CITY STREET RESURFACING**

BIDDERS ARE REQUIRED TO MAKE EXTENSIONS AND ADDITIONS
SHOWING UNIT PRICES AND TOTAL AMOUNT BID USING FIGURES ONLY

ITEM NO.	ITEM	APPRX. UNIT QTY	UNIT BID PRICE	AMOUNT
1.	CL 2 Asphalt Base 0.75D, PG 64-22	300 Tons	\$	\$
2.	CL 2 Asphalt Base 0.75D, PG 64-22 w/Fiber	200 Tons	\$	\$
3.	CL 2 Asphalt Surface 0.38D, PG 64-22			
a.	0-99 Tons	800 Tons	\$	\$
b.	100-249 Tons	3200 Tons	\$	\$
c.	250-499 Tons	7500 Tons	\$	\$
d.	500-749 Tons	5200 Tons	\$	\$
e.	750-999 Tons	2000 Tons	\$	\$
f.	1000+ Tons	5500 Tons	\$	\$
4.	CL 3 Asphalt Base 1.0 D, PG 76-22	4500 Tons	\$	\$
5.	CL3 Asphalt Surface 0.38 B PG 76-22	100 Tons	\$	\$
6.	CL 2 Asphalt Sur., Leveling & Wedging PG 64-22	100 Tons	\$	\$
7.	Milling & Texturing – Full Pavement	6500 Tons	\$	\$
8.	Milling & Texturing – Partial Pavement	4200 Tons	\$	\$
9.	Install Reinforcing Mat (Materials Furnished by Owner)	1000 S.Y.	\$	\$
9.	Edge Key	150 L.F.	\$	\$
10.	Rolling and Shaping	150 S.Y.	\$	\$
11.	Asphalt Curb	150 L.F.	\$	\$
12.	Adjustment of Manholes	75 Ea.	\$	\$
13.	Pavement Striping (Temporary) 102-mm (4-inch)	5000 L.F.	\$	\$
14.	Pavement Striping (Permanent) 102-mm (4-inch)	60000 L.F.	\$	\$
15.	Pavement Striping (Temporary) 152-mm (6-inch)	250 L.F.	\$	\$
16.	Pavement Striping (Permanent) 152-mm (6-inch)	250 L.F.	\$	\$
17.	Stop Bar - Thermoplastic Markings	800 L.F.	\$	\$
18.	Cross Walks - Thermoplastic Markings	1500 L.F.	\$	\$
19.	Curve Arrows - Thermoplastic Markings	50 Ea.	\$	\$
20.	Combination Arrows - Thermoplastic Markings	10 Ea.	\$	\$
25.	Straight Arrows - Thermoplastic Markings	10 Ea.	\$	\$
26.	School – thermoplastic Markings	4 Ea.	\$	\$
27.	Bike Symbols	5 Ea.	\$	\$
28.	Pavement Marker – Type IV	75 Ea.	\$	\$
29.	Pavement Marker – Type V	75 Ea.	\$	\$

TOTAL AMOUNT BID

\$ _____