



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: March 30, 2017

INVITATION TO BID #55-2017 Pedestrian Bridges at Mary Todd and Shillito Park

Bid Opening Date: April 19, 2017 **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: April 11, 2017 **Pre Bid Time:** 1:30 pm
Address: 525 Rogers Road & 300 W. Reynolds Road, Lexington, KY

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **04/19/2017**. 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: 525 Rogers Rd., Lexington, KY 40505
300 W. Reynolds Rd., Lexington, KY 40503

Bid Security and Performance Bond Required for all bids over \$50,000.

<input checked="" type="checkbox"/> Bid Specifications Met <p style="text-align: center;">Check One:</p> <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u>60</u> days after acceptance of bid.
<p>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</p>	

Submitted by: Middlefork Contracting, LLC
Firm Name

3127 Hwy 315
Address

Booneville, Ky. 41314
City, State & Zip

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

Representative's Name (Typed or printed)
606-424-4717 606-295-7262
Area Code - Phone - Extension Fax #

middleforkcontractingllc@gmail.com
E-Mail Address

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

Lexington-Fayette County Urban County Government
Division of Parks & Recreation
Bid #55-2017 Pedestrian Bridges at Mary Todd and Shillito Park

Scope of Work:

LFUCG, Division of Parks & Recreation is accepting bids for demolishing and complete removal of (2) two existing wood bridges and footers and construction of (2) two new weathering steel bridges including concrete footers, railings and concrete walks as shown and dimensioned in plans. Bid must include all site work, grading, finish grading, and seeding of disturbed areas.

Scheduling and Time of Completion:

The time period estimated and authorized by the OWNER for the proper execution of the Work, in full, is hereby fixed as sixty (60) calendar days. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

Notes to Contractor:

A Pre-bid meeting will be held April 11, 2017, at 1:30 PM starting at 525 Rogers Road, Lexington, KY, and concluding at 300 West Reynolds Road, Lexington, KY.

General Specifications:

- See plans and specifications within for detailed information

Financial Proposal:

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Total Bid Amount
1.	Install a new weathering steel bridge, new concrete footers and new concrete walks at Mary Todd Park in accordance with the Contract Documents <u>Forty-six thousand four hundred two</u> Dollars <u>zero</u> Cents	1	LS	\$ <u>46,402.00</u>
2.	Install a new weathering steel bridge, new concrete footers and new concrete walks at Shillito Park in accordance with the Contract Documents <u>Twenty-five thousand seven</u> Dollars <u>zero</u> Cents	1	LS	\$ <u>25,007.00</u>

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Total Bid Amount
3.	Demolish completely the existing bridge and supports at Mary Todd Park in accordance with the Contract Documents <u>Eighteen hundred fifty-seven</u> Dollars <u>fifty</u> Cents	1	LS	\$ <u>1,857.50</u>
4.	Demolish completely the existing bridge and supports at Shillito Park in accordance with the Contract Documents <u>Twelve hundred thirty-three</u> Dollars <u>fifty</u> Cents	1	LS	\$ <u>1,233.50</u>

TOTAL OF ALL BID PRICES FOR Pedestrian Bridges at Mary Todd and Shillito Park Project (Items 1 through 4) in words and figures. In case of discrepancy, the amount shown in words will govern.

Seventy-four thousand five hundred dollars and zero cents

(\$ 74,500.00)

LIST OF UNIT PRICES

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

DESCRIPTION OF WORK	UNIT PRICE
1. 4.5" 3,500psi Concrete pavement over 3" compacted #57's	<u>\$ 60.00</u> SY
2. 3,500psi Formed Class A Concrete	<u>\$ 500.00</u> CY
3. Top Soil delivered and placed on site	<u>\$ 35.00</u> CY
4. Seed & cover	<u>\$ 2.50</u> SY
5. #57 crushed stone (supplied and placed)	<u>\$ 35.00</u> TN
6. Dense grade aggregate (supplied and placed)	<u>\$ 35.00</u> TN
7. Rock removal (Highly weathered, broken limestone that can be effectively excavated with normal earth trenching equipment will not be classified as rock removal)	<u>\$ 25.00</u> CY

AFFIDAVIT

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

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

Further, Affiant sayeth naught. Willie Griffith

STATE OF Kentucky

COUNTY OF Breathitt

The foregoing instrument was subscribed, sworn to and acknowledged before me by Willie Griffith on this the 3rd day of May, 2017.

My Commission expires: 8-25-19

Beth Miller
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.Greenseal.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 #55-2017 Pedestrian Bridges at Mary Todd and Shillito Park"

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 for bids greater than \$50,000. 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 disability.

- 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, veteran status, disability and age.



Signature



Name of Business

GENERAL PROVISIONS OF BID CONTRACT

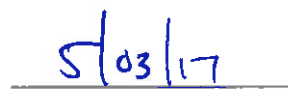
By signing the below, bidder acknowledges that It understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

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: Middlefork Contracting, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1	1															1
Professionals																	
Superintendents	1	1															1
Supervisors																	
Foremen	1	1															1
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	1		1														1
Skilled Craft																	
Service/Maintenance	2	2															2
Total:	6	5	1														

Prepared by: Willie Griffith, Jr. - V-President
(Name and Title)

Date: 5/03/17

Revised 2015-Dec-15

**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 Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

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), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses 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.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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 Veteran-Owned 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) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) 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 and/or Veteran 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 and Veteran-Owned businesses 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 and/or

Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- 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 and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and Veteran participation.

Note: 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 which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@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

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

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 and Veteran-Owned Small Businesses in (<https://lexingtonky.onwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shirie Hawkins UK SBDC	smack@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozecky@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 # 55-2017

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

Middlefork Contracting, LLC

Company

5/04/17

Date

Willie Gifford

Company Representative

President

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 55-2017

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

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

Middlefork Contracting, LLC
Company

5/10/17
Date

Willie Shuffitt
Company Representative

President
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

Company Name	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	Veteran

(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.

Middlebrook Contracting, LLC
Company

Willie Griffith
Company Representative

5/24/17
Date

President
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with 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 # 55-2017

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 MWBE firms and Veteran-Owned businesses 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 and Veteran participation.

NOTE: 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 which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must 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.

Middbork Contracting, LLC
Company

5/03/17
Date

Willie Griffith
Company Representative

President
Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED

HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00470806

STRUCTURAL STEEL

PART 1—GENERAL

1.1. RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and supplementary Conditions and General Requirements, apply to the work specified in this section.

1.2. REQUIREMENTS FOR REGULATORY AGENCIES

- A. All structural steel shall conform to ASTM A-709M-04 (Weathering Steel) (50 psi Grade) standards as outlined in AISC's Manual of Steel Construction containing the specifications for the design, fabrication and erection of structural steel buildings and the "Code of Standard Practices", (Latest Edition).
- B. All bolts for bolted structural joint fasteners shall be $\frac{3}{4}$ " diameter high strength structural bolts, ASTM A-325 N or ASTM A-490. Anchor Bolts shall conform and meet specifications for ASTM A-307.
- C. All welded connections shall conform to requirements of the AISC and AWS Specifications. Shop welding and field bolting of connections is preferred.

1.3. QUALIFICATIONS

- A. Welding procedures, welders, welding operations and tackers shall be qualified in accordance with AWS Building Code.

1.4. SUBMITTALS

A. Shop Drawings:

- 1. Submit shop drawings indicating all shop and erection details, including cuts, copes, connection, holes, threaded fasteners and welds.
- 2. All welds, both shop and field shall be indicated by AWS "Welding Symbols" A2.0-68.

- B. **Erection Procedure:** Submit descriptive data to illustrate the structural steel erection procedure, including the sequence of erection and temporary staying and bracing.

- C. **Welding Procedure:** Submit written description as required to illustrate each welding procedure to be performed in the specified work.

- D. **Field Welding Equipment:** Submit descriptive data for field welding equipment, including type, voltage and amperage.

- E. Reports of mechanical tests for high strength threaded fasteners.

PART 2 – PRODUCTS

2.1. PRODUCT HANDLING

- A. Delivery of materials to be installed under other sections:

- 1. Anchor bolts and other anchorage devices which are embedded in cast-in-place concrete or masonry construction shall be delivered to the project site in time to be installed before the start of cast-in-place concrete operations or masonry work.
- 2. Provide setting drawings, templates, and directions for the installation of the anchor bolts and other devices.

- B. Storage of Materials:**
 - 1. Structural steel members stored at the project site shall be above ground on platforms, skids or other supports.
 - 2. Steel shall be protected from corrosion.
 - 3. Other materials shall be stored in a weather tight and dry place, until ready for use in the work.
 - 4. Packaged materials shall be stored in their original unbroken package or container.

2.2. MATERIALS

- A. Steel Shapes, Bars, and Plates:**
 - 1. ASTM A 709M-04 Weathering Steel (all W-shapes)
 - 2. ASTM A 36 (all shapes except W-sections)
 - 3. ASTM A 500 Grade B (Tube Columns).
- B. Structural steel, fabrication and erection shall comply with the American Institute of Steel Construction, Specifications for the Design, Fabrication and Erection of Structural Steel for Building.**
- C. Anchor Bolts: Conform to Section 1C of ASTM A307-68.**
- D. High-Strength Threaded Fasteners: ASTM A 325, Torque Control (Tension Set) bolts.**
- E. Filler Metals for Welding:**
 - 1. Shielded metal-arc welding: AWS A5.1, E70 Electrodes.
 - 2. Submerged arc welding: AWS A5.17.
- F. All bolted connections shall be of high strength bolts conforming to ASTM A 325 and shall be bearing type with threads excluded from shear plane.**
- G. All structural steel shall be accurately set and properly secured in place. Field connections of steel work shall be welded or bolted with high strength bolts, size as called for on the drawings. Connections shall be as detailed. All welding is to be done by certified welders with at least five years experience in structural welding, and in a neat workmanlike manner.**

PART 3 – EXECUTION

3.1. FABRICATION

- A. Fabricate Structural Steel in accordance with the AISC Specification with the modifications and additional requirements specified in this section:**
 - 1. Shop and field welding shall conform to AWS and AISC Standards and Specifications.
 - 2. Flame cutting of steel will not be permitted.
- B. Shop connections shall be welded.**
- C. Field Connections:**
 - 1. Provide bolted, except where welded connections are indicated.
 - 2. High strength threaded fasteners shall be used for bolted connections, except where standard threaded fasteners are permitted.
- D. High-Strength Bolted Construction Assembly:**
 - 1. Tightening shall be done in accordance with Section 5 of AISC –Specifications for Structural Joints. All bolts shall have 28,000 pounds of tension (330 ft*lbs torque) applied.
- E. Welded Construction:**
 - 1. Welding process shall be limited to one or a combination of the following:
 - a.) Manual shielded-arc.
 - b.) Submerged arc.
 - c.) Studs to be welded with automatically timed welding equipment.

3.2. ERECTION

- A.** Erect structural steel in accordance with the AISC Specifications with modifications and additional requirements of this section.
- B.** Erection Tolerances:
 - 1. Individual pieces shall be erected so that the deviation from plumb, level and alignment shall not exceed 1 to 500.
- C.** Field Assembly:
 - 1. Structural steel frames shall be accurately assembled to the lines and elevations indicated, within the specified erection tolerances.
 - 2. The various members forming parts of a complete frame or structure after being assembled shall be aligned and adjusted accurately before being fastened.
 - 3. Fastening of splices of compression members shall be done after the abutting surfaces have been brought completely into contact.
 - 4. Bearing surfaces and surfaces which will be in permanent contact shall be cleaned before the members are assembled.
 - 5. Splices shall be permitted only where indicated.
 - 6. Field connections, field welds, and shear connectors shall be as specified in "Fabrication"
 - 7. Erection bolts used in welded construction shall be tightened and left in place.
- D.** Gas Cutting: Field correcting of fabrication by gas cutting shall not be permitted on any major member in the structural framing without prior approval of the Owner.

DIVISION 2

SECTION 02110 - DEMOLITION

Part 1—General

Part 2—Materials/Performance

PART 1—GENERAL

A. Scope

Mary Todd and Shillito Bridges: The contractor is responsible for the complete removal of the existing bridges and the bridge supports and/or existing abutments. The contractor is responsible for hauling and disposal of all trash and debris.

PART 2 - MATERIALS/PERFORMANCE

A. Precautions

1. During removal, care is to be taken to avoid damage to existing trail, walks and curb, adjacent utilities or property.

B. Construction

1. After bridge is removed, backfill voids as needed with topsoil to conform to surrounding grades, seed and straw for protection. Provide and install erosion control blanket as per manufacturer specification.

C. Hauling & Disposal

1. Bridge material is to be hauled and disposed of by contractor as per all Local, State, and Federal requirements. Soil may be wasted on site.

D. Cleanup

1. Site is to be left free of construction debris prior to beginning new construction.

END OF SECTION

DIVISION 2

SECTION 02215—FINISH GRADING

- Part 1—General
- Part 2—Products
- Part 3—Execution

PART 1—GENERAL

I. Work Included

- A. Work under this section includes all materials, labor, equipment, tools, and services to backfill topsoil as previously stockpiled on the property or as required to be brought to complete the project.

II. Related Work Specified Elsewhere

- A. Section 02270, Erosion Control

III. Quality Assurance

- A. **Qualifications:** Contractors or subcontractors performing work under this Section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law.
- B. **Requirements of Regulatory Agencies:** Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
 - 1. Work to be done includes:
 - a. Test in-place soil and filled and compacted areas. If these are not adequate to bear weights imposed, contractor shall advise the Owner, who will direct any corrective measures that are necessary.
 - 2. If deemed necessary, the Soils Engineer's and Testing Laboratory's fees will be paid by the Owner except when the Soils Engineer or Testing Laboratory personnel are notified by the Contractor that work will be in progress, and they (Soils Engineer or Testing Laboratory personnel) come to the job site and work is not in progress. In that case, the Contractor shall pay for the Soils Engineer's or Testing Laboratory personnel's time and mileage. Contractor shall pay for retesting as required.
- C. **Applicable specifications for compacted fill:** The following current American Society for Testing Materials (ASTM) Standards are hereby made part of this Specification:
 - 1. D421-58, Dry Preparation of Soil Samples for Grain-Size Analysis and Determination of Soil Constants.
 - 2. D422-63, Standard Method for Particle Size Analysis of Soils
 - 3. D1140-54, Method of Test for Amount of Material in Soils Finer than the No. 200 Sieve.
 - 4. D1557-78, Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54-kg) Rammer and 18 in. (457 mm) Drop.

IV. Job Conditions

A. Existing Conditions

- 1. Site Contractor shall familiarize him/herself with the site, the plans, the specifications and plan requirements and is responsible for calling any discrepancies or potential problems to the attention of the Owner.
- 2. Do not interrupt existing utilities service to facilities occupied and used by Owner or others.

B. Soil Conditions

- 1. Contractor is responsible for controlling moisture content in fill materials to allow obtaining required compaction densities.

2. Contractor is responsible not to work on or travel over cut areas that have excessive moisture content.

C. Protection

1. Protect, maintain, and restore bench marks, monuments and other reference points affected by this work. If such items are displaced or destroyed by this work, they will be reestablished by a licensed surveyor at Contractor's expense. After items have been permanently set, certify the work and furnish certification tot the Owner.
2. Utilities
 - a. Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operation in order that these operations may progress in a reasonable manner.
 - b. Exercise all precautions necessary to prevent damage to pipes, conduits, and other underground structures. When or where any direct or indirect damage or injury to private or public property is caused in the execution of this contract, such property shall be restored to satisfactory condition by the Contractor and at the Contractor's expense.
 - c. The Contractor shall be responsible for any damage done to existing utility lines and shall replace any such damage at his expense. All piping, duct banks, conduit, water and other service lines encountered in excavating, unless required to be removed, shall be supported and braced. Lines not shown on the plans are to be reported to the Owner. Do not move, cut, cap or alter in any manner without the approval of the Owner.
3. Drainage
 - a. Protect excavations and site in general from ponding water and erosion. Construct and maintain temporary drainage. Pump, if necessary, to keep excavations free of water.
 - b. Protect all drainage systems from siltation by using proper grading practices, silt fencing, and check dams.

D. Temporary Drainage

1. The Contractor shall be responsible for all necessary temporary drainage and shall employ temporary ditches, pumping and other elements necessary to eliminate ponding and water accumulation.
2. The site shall be maintained in a freely draining condition at all times and to prevent water from draining unnecessarily onto adjacent properties. Proper drainage will be provided for any water or springs which may be encountered.

E. Environmental Requirements

1. Dirt on pavements: Where the Contractor's equipment is operated on any portion of the pavement used by traffic, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations.
2. Dust control: Dust control operations shall be performed by the Contractor to keep the amount of dust and dirt to a minimum. Water used for dust control shall be furnished and applied by means of tanks equipped with suitable sprinkling devices. All water used shall be paid for by the Contractor. The Owner, along with the Contractor, shall determine when water is required to alleviate or prevent dust nuisance.
3. Provide for surface drainage during the period of construction in a manner to avoid creating a nuisance to adjacent areas. Keep excavation free of water during the entire process of the work, regardless of the case, source, or nature of the water.
4. Provide erosion control devices as required by local, state, or federal law.
5. Trees shall be left undisturbed, insofar as possible. Consult owner prior to any tree removal and/or pruning.

F. Scheduling

Contractor shall keep him/herself informed of the construction progress of all other Contractors and/or Subcontractors working on the project, particularly where they affect his work, and shall coordinate his work with that of other Contractors to ensure efficient and orderly progress of the work.

G. Construction Stakes

1. Construction stakes shall be set to mark the general location, alignment, elevation, and grade of the work. The Contractor shall assume full responsibility for dimension and elevations from such stakes.
2. The Contractor shall furnish at his/her expense the size, quality, and quantity of stakes required.

PART 2—PRODUCTS

I. Materials

- A. Additional topsoil if needed shall be surface soil with a known local capability of satisfactorily supporting lawn growth. It shall be free of any admixture of subsoil, stones, lumps, clods of hard earth, plants and their roots, sticks, and other extraneous matter.

PART 3—EXECUTION

I. Grades

- A. Finish grades for top of bridge deck shall be determined in the field by contractor and approved by owner.
- B. Finish grades of topsoil shall allow for positive drainage away from bridge abutments with a minimum 2% positive slope.
- C. Maintain original drainage channel width and flow.
- D. Finish grades shall blend smoothly into existing grades.

- II. Upon completion of the work, the Contractor shall leave the area in a neat and presentable condition acceptable to the Owner that is free of trash and debris and such that all disturbed areas have been graded smooth, seeded and protected with straw and or erosion control blanket.

END OF SECTION

DIVISION 2

SECTION 02270 – EROSION CONTROL

- Part 1—General
- Part 2—Products
- Part 3—Execution

PART 1—GENERAL

I. Work Included

- A. Installation of erosion control devices as per plans or in accordance with local, state, and/or federal storm water pollution prevention requirements-whatever is more stringent.
- B. Maintain all such devices during the construction period.
- C. Maintain records of site conditions and work progress during construction.
- D. Remove erosion control devices when construction and seeding work is complete or at owner's discretion.

II. Related Work Specified Elsewhere

- A. Section 02215, Finish Grading

III. Quality Assurance

- A. Qualifications: All Contractors or Subcontractors performing work under this section shall be qualified to do such work and hold the appropriate registration, license, or other permit as required by state or local law.
- B. Requirements of Regulatory Agencies: Contractor shall procure all permits and licenses, pay all charges and fees, and give all notice necessary and incidental to the due and lawful prosecution of work.

IV. Job Conditions

- A. Site Inspection: Contractor shall familiarize him/herself with the site, the plans, the specifications and plan requirements and is responsible to call any discrepancies or potential problems to the attention of the Owner.
- B. Protection: Carefully maintain all bench marks, construction stakes, monuments, or other reference points. If any are disturbed or destroyed, replace as directed.
- C. Coordination: Contractor shall coordinate with the clearing and grading Subcontractor(s) to ensure the timely installation of required items and the maintenance or repair of the same.

V. Inspection

- A. Owner may make periodic site visits to inspect erosion control devices. If erosion control devices are not being properly installed and maintained, a written notice will be issued.
- B. The work site is also subject to inspection by governing bodies having jurisdiction. Such inspections may be without notice and the Contractor will be subject to any penalties as may apply.

PART 2—PRODUCTS

I. Materials

- B. Materials shall be as required by the governing agencies having jurisdiction and by the specifications. The more stringent shall apply.

PART 3—EXECUTION

I. Installation

- A. Use sediment control fencing downslope adjacent to the excavation areas for each abutment and footer.
- B. Protect newly graded areas from erosion.
- C. Repair settlement and erosion that occurs prior to acceptance of work.

DIVISION 2

SECTION 02510—SUBDRAINAGE

- Part 1—General
- Part 2—Product
- Part 3—Execution

PART 1—GENERAL

- A. Quality Assurance**
 - 1. Pipe shall be obtained from a reputable manufacturer. Owner retains right to request written verification of source.
- B. Product Delivery, Storage, Handling**
 - 1. Pipe shall be handled, delivered and stored to avoid damage to functional integrity.

PART 2—PRODUCT

- A. Pipe**
 - 1. 4" corrugated perforated pvc in "sock"
- B. Bedding**
 - 1. Backfill gravel as per plans

PART 3—EXECUTION

- A. Inspection**
 - 1. Examine slopes and backfill area for proper slope.
 - 2. Examine for any obstructions to drain.
 - 3. Begin work when conditions are appropriate.
- B. Installation**
 - 1. Fill trenches with bedding to elevation of pipe bottom.
 - 2. Lay pipe at slopes indicated on plans.
 - 3. Place gravel around pipe and tamp without disturbing the pipe.
 - 4. Place gravel over the pipe to level shown on the plans.
 - 5. Check daylight ends to free of obstructions.
- C. Clean-up**
 - 1. Positive drainage is to be checked.
 - 2. Site is to be final-graded and seeded as per plans.

NOTE: All equals must be submitted to the Park Designer 48 hours prior to the bid opening.

END OF SECTION

DIVISION 2

SECTION 02600 - CONCRETE PAVING

Part 1—General

Part 2—Performance

PART 1—GENERAL

A. Quality Assurance/Product

1. **Concrete** shall be mixed and delivered according to the requirements of ASTM C94, "Specifications for Ready-Mixed Concrete." Each cubic yard of concrete shall have the following:
 - a.) A minimum of 3,500 p.s.i. compressive strength at 28 days.
 - b.) Local aggregate #57 top size.
 - c.) An air content of 6+/- 2%.
 - d.) Slump shall be 5" maximum for hand placement, 3" maximum with machine.
 - e.) Contractor shall provide delivery tickets from concrete plant to verify mix specifications upon request.
2. **Water** shall be clean and free from deleterious materials.

PART 2 - PERFORMANCE

A. Subgrade Preparation

1. The subgrade under all pavement shall be brought to the required lines and grades and compacted to a firm and unyielding condition with a uniform density. Any pockets of soft material that cannot be compacted shall be removed and replaced with suitable material. Ready-mix trucks and other equipment shall be permitted to operate on the prepared subgrade providing the subgrade is kept smooth and compacted prior to placing concrete. The subgrade shall be in a moist condition, but not muddy, at the time of placement of the concrete.

B. Aggregate Sub-base

1. 3" compacted #57's under new concrete skirts.

C. Joints

1. The pavement shall have sawn or tooled control joints to a depth of at least one-fourth the thickness of the concrete to control cracking. If sawn, caulk or seal control joints with an approved sealant. Sawn joints should be done within 12 to 24 hours after finishing.
2. Longitudinal and transverse joints shall be at regular intervals as shown on plan.
3. The required contraction joint spacing is 5' o. c., typical, or as noted on the plan. Expansion joints as per plan or 25' o. c. on sidewalk max.
4. Expansion joints shall be continuous across the slab and must extend completely.
5. Full depth expansion (isolation) joints, 1/4" to 1/2" thick, shall be installed to isolate fixed objects and where fixed objects abut, and as noted on plans. Use fiber filled boards or strips made with asphalt impregnation or approved equal. Caulk or seal with an approved sealant.

D. Concrete Placing, Finishing and Texturing

1. Concrete shall be properly placed on the prepared sub-grade, adequately consolidated and struck off to the proper elevation. Concrete shall be placed continuously to prevent the formation of "cold joints." Wherever placing operations stop, a bulkhead will be installed to form a straight joint. See plans and details for depth of concrete.
2. The sequence of finishing operations shall be the strike off and consolidation, floating (if necessary), straight edging and texturing.

3. Adding water to the surface of the concrete to assist in finishing operations shall not be permitted, it shall be applied as a fog spray.
4. The pavement surface shall drain at a slope of 1/4" per foot unless otherwise specified on the plans.
5. Final surface texture shall be broom finish and tooling as indicated on plans.

E. Curing

1. Summer - (April 15 - October 15)

It is strongly recommended that the contractor protect the concrete against loss of moisture, rapid temperature change, and mechanical injury for at least 5 to 7 days after placement. A liquid membrane-forming compound shall be uniformly sprayed on all exposed surfaces. If the contractor chooses not to protect the concrete and cracking occurs, the work will be rejected and the contractor shall replace it at their expense including all materials, labor and incidentals.

2. Winter - (October 15 - April 15)

Concrete shall be covered with a plastic sheet 5 to 7 days. In areas that will receive de-icing applications, concrete shall be sealed with a penetrating sealant material such as linseed oil and thinner at a ratio of 50:50 on each material, 200 sq. ft. per gallon, prior to opening to traffic.

F. Clearing and Protection

1. Opening to Traffic

Pavement under construction shall be protected with barricades, and all traffic (with the exception of joint sawing equipment) shall be excluded from the new pavement for seven (7) days.

2. Pavement Protection

The contractor shall be responsible for concrete placed during rain or cold weather. When concrete is placed late in the year, the contractor shall submit a plan of procedures for protection of the concrete to the Landscape Architect for approval prior to construction.

3. Damage

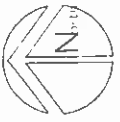
The completed concrete shall be protected from damage until accepted. The Contractor shall repair damaged concrete and clean concrete discolored during construction. Concrete that is damaged shall be removed and reconstructed for the entire length between joints, not by refinishing the damaged portion.

G. Cleanup

1. Upon completion of work in this Section clean up and leave areas free of debris, excess material and equipment.
2. Concrete trucks may not be allowed to spray off their flumes on site unless it is in an area designated for paving. Do not allow drivers to spray off flumes in drainage area, nearby creek, or grass areas.
3. All disturbed areas shall be free of debris, graded smooth, seeded and strawed as per specifications and part of the lump sum base bid.

NOTE: All equals to be submitted for approval 48 hours prior to the bid opening.

END OF SECTION

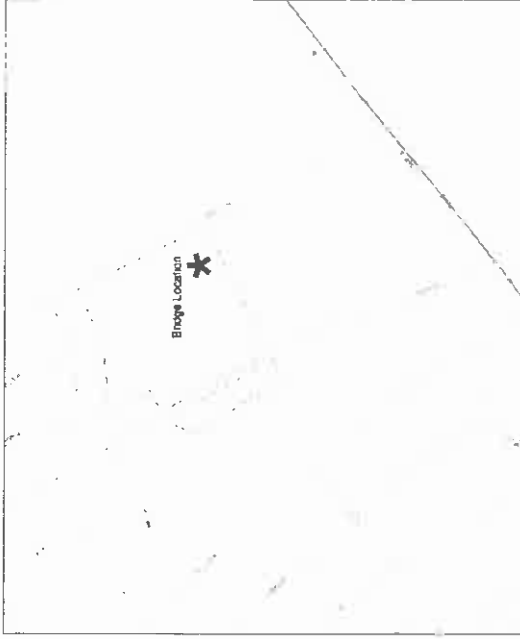


Bridge Replacement
 Mary Todd Park
 Site Plan
 525 Rogers Road
 Lexington, Kentucky

LEXINGTON
 Parks & Recreation
 469 Parkway Drive Lexington Kentucky 40504



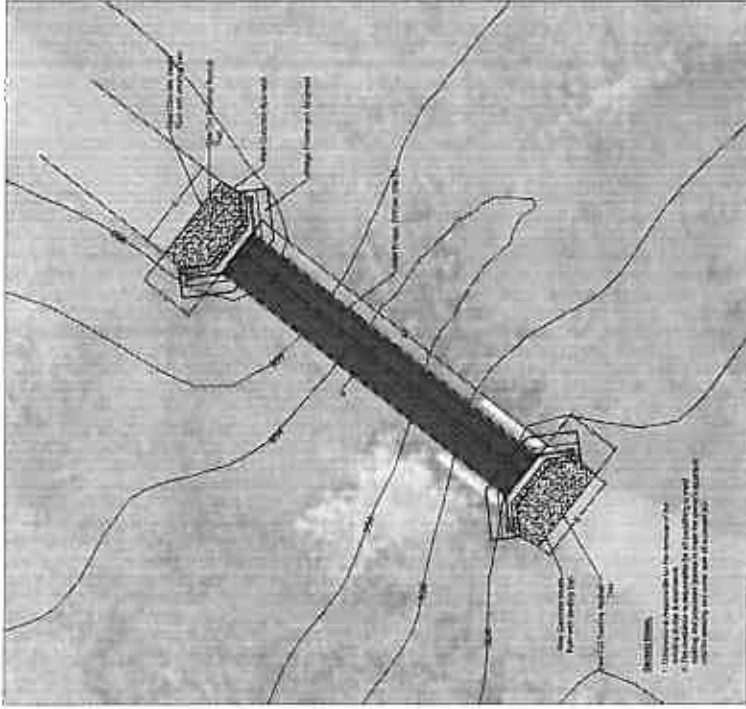
Drawn by:
 Date: 2/20/17
 Design by
 Revisions:
 Sheet: 1



Vicinity Map
 NTS

Sheet Index

- Sheet 1 - Site Plan and Vicinity Map
- Sheet 2 - Detail Section and Plan and Notes
- Sheet 3 - Details



Scale: 1" = 5'-0"

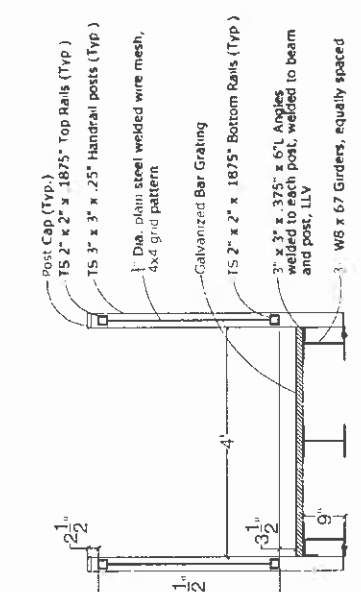
Site Plan



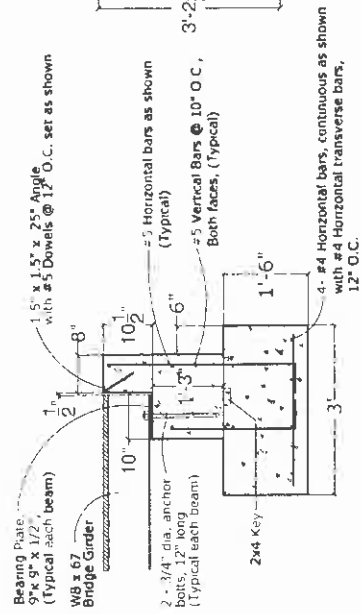
Bridge Replacement
 Shilito Park
 Details
 300 W Reynolds Road
 Lexington, Kentucky

LEXINGTON
 Parks & Recreation
 409 Parkway Drive Lexington, Kentucky 40504

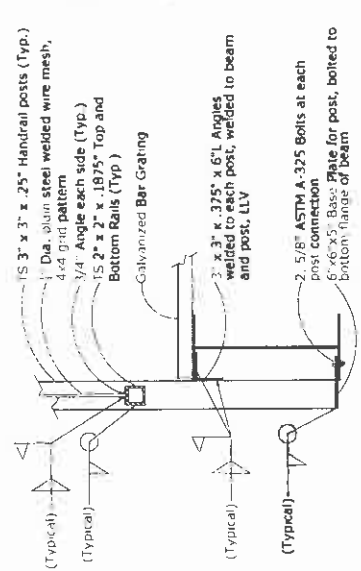
Drawn by
 Date 2/23/17
 Design by
 Revisions
 Sheet **3**



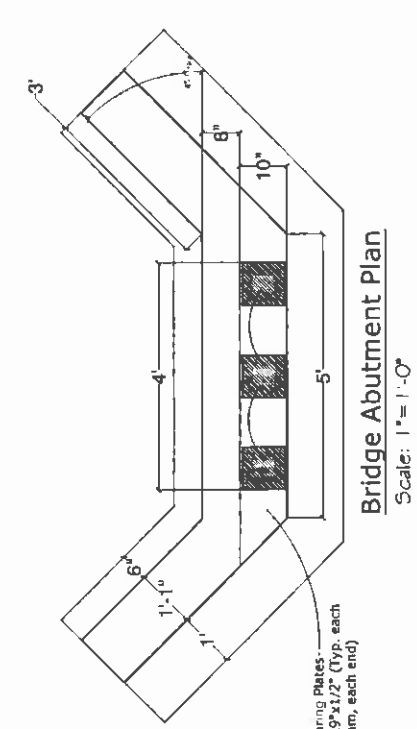
Bridge Cross Section
 Scale: 1" = 1'-0"



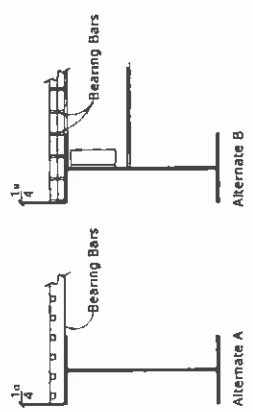
End Abutment Cross Section
 Scale: 1" = 1'-0"



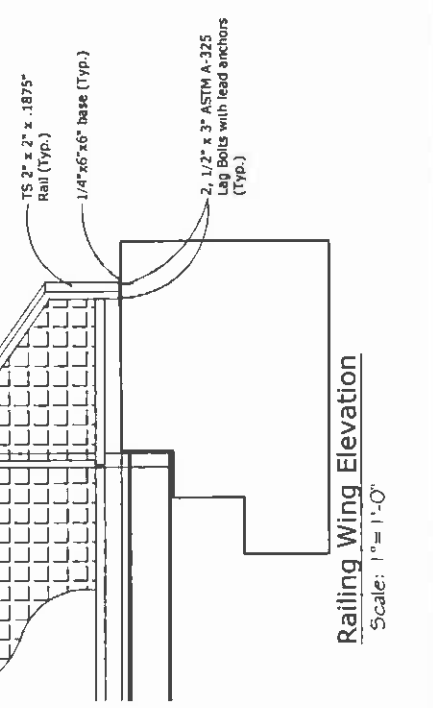
Enlarged Detail Area
 NTS



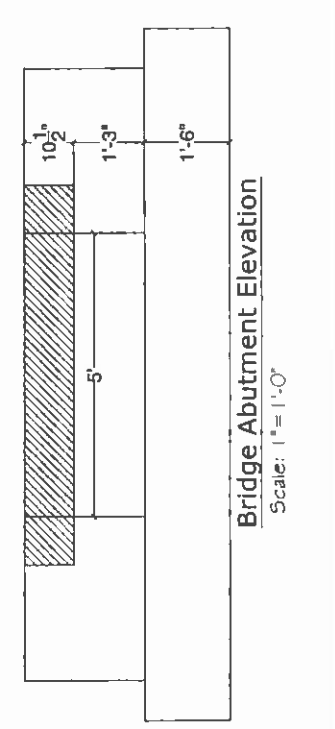
Bridge Abutment Plan
 Scale: 1" = 1'-0"



Grating Attachment Detail Alternates
 NTS



Railing Wing Elevation
 Scale: 1" = 1'-0"



Bridge Abutment Elevation
 Scale: 1" = 1'-0"



ADDENDUM #1

Bid Number: **#55-2017**

Date: April 20, 2017

Subject: **Pedestrian Bridges at Mary Todd and Shillito Park**

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

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Plans have been revised. Refer to files Plans – Mary Todd Park – Pedestrian Bridge.pdf and Plans – Shillito Park Pedestrian Bridge.pdf.

2. **Q:** “The W8x67 beam for the 18’ span is not manufactured in weathering steel. There is a W10x68, but it is 2” deeper (10” vs 8”) and the abutments would need to be altered in order to use that beam. Please indicate a size of beam corresponding to an available W section in weathering steel.” Is the W 10x68 an acceptable alternative?

A: Refer to revised plans.

3. **Q:** Since the walk grating is galvanized, do you want the handrail, beams, and wire mesh to be galvanized also?

A: No.

4. Pre-bid Questions & Answers.

a. **Q:** The new bridge(Mary Todd) will be shorter than the existing bridge. What do you want to do about fill in the gap?

A: The additional length needed to meet the existing asphalt trail is to be concrete walk as shown on plan.

b. **Q:** Will there be a problem with clearing over hanging limbs to allow for craning in of new bridge?

A: Parks will work with the selected contractor on the removal of limbs/trees to allow



for the completion of the work.

c. Q: Is there a requirement for concrete testing?

A: No. Parks Project Manager will ask for haul tickets as proof of correct mix being delivered, inspect forms before pouring, and witness the concrete pour if their schedule allows.

5. Pre-bid sign-in enclosed.



Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.

This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Middlefork Contracting, LLC

ADDRESS: 3127 Hwy 315, Booneville, Ky. 41314

SIGNATURE OF BIDDER: Willie Stapp



SIGN-IN SHEET

**Pre-bid meeting 55-2017 Pedestrian Bridge at Mary Todd and Shillito Park
April 11, 2017 @ 1:30 PM**

Representative	Company Name	DBE/MBE/WBE/ Veteran	Phon#	Email Address
Kristie Thomas	LFUGG		859-258-3320	kthomas@lexingtonky.gov
Sherita Miller	LFUGG		859-258-3323	smiller@lexingtonky.gov
Sethwell	Parks			
Anthony P. Williams	Parks		288-2966	awilliam@lexingtonky.gov
Conrad Williams	The Allen Company		(607)-915	keuh_williamson@theallen.com
Vincent Lemieux	The Allen Company		751 543 3361	Vincent_Lemieux@theallen.com
FLETCHER-CROSSMAN	FCI		859-421-9833	lucy@fletcher-crossman.com
Brett Horsey	Burdell + Thomas		859-328-5800	Brett@burdellthomas.com
MELANIE ADAMS	ADAMS		859-536-9139	Melanie@adamscontracting.com
FAYETTE	FAYETTE Erectors		859-681-3514	
CLAYBANK	Fayette Erectors		859-222-9975	
DAVE LUTTRELL	BURGESS CONTRACTING	Veteran	859-229-0570	davel@burgesscontracting.com



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Middlefork Contracting, LLC

3127 Highway 315
Booneville, KY 41314

OWNER:
(Name, legal status and address)
Lexington-Fayette Urban County Government
200 E. Main St., 3rd Fl
Lexington, KY 40507
BOND AMOUNT:

PROJECT:
(Name, location or address, and Project number, if any)
Pedestrian Bridges at Mary Todd & Shillico Park

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

Merchants Bonding Company
PO Box 14498
Des Moines, IA 50306

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


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

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

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

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

Signed and sealed this 4th day of May 2017


(Witness)

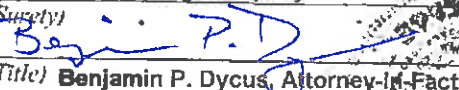

(Witness)

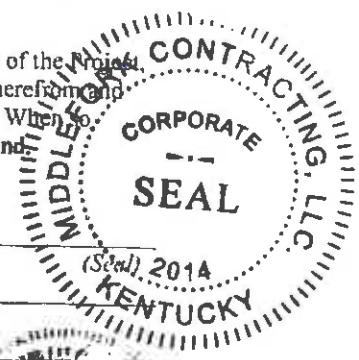
Middlefork Contracting, LLC

(Principal)

(Title)

Merchants Bonding Company

(Surety)

(Title) Benjamin P. Dycus, Attorney-in-Fact



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original signature that changes will not be obscured.

AIA Document A310™ - 2010. Copyright © 1983, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

in it.
/

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Adam Harris; Benjamin P Dycus; Brian L Sewell; Kenneth Albert; Melissa Napier; Steven M Baas

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(les) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimates to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of April, 2017.

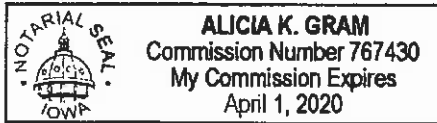


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 26th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

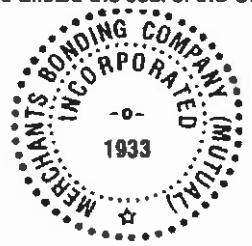


Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of May, 2017.



William Warner Jr.
Secretary



MIDDLEFORK CONTRACTING, LLC

3127 Hwy 315 | Booneville, KY 41314 | Office 606-295-7262 | Fax 606-295-7262 | middleforkcontractingllc@gmail.com

May 4, 2017

LFUCG

RE: Bid#55-2017

Middlefork Contracting, LLC 's is a service-disabled veteran owned small business and at this point plan on self performing all of the project except for fabrication of the bridge components which will be supplied through Bottoms Engineering of Frankfort, Ky. Due to the timing that we learned about the job we did not have time to solicit quotes from minority owned businesses for certain portions of the project. Due to the type of work and size of the project, we would like to self-perform all of the work. Please call me if you need any additional information.

Sincerely,

Willie Griffith

Middlefork Contracting, LLC.

1-606-424-4717 cell#

1-606-295-7262 office#



SERVICE DISABLED VETERAN OWNED SMALL BUSINESS