

PART III

Invitation to Bid No. _____

Clays Mill Road Improvements, Section 2B Project

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: July 22, 2013

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

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

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, doing business as a corporation
"a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government
(Hereinafter called "OWNER")
Office of the Director of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the "Clays Mill Road Improvements, Section 2B Project" having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **one hundred eighty (180) consecutive calendar days** thereafter Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$2,400.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date July 9, 2013

Addendum No. 2 Date July 15, 2013

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

2. LEGAL STATUS OF BIDDER

Bidder Bluegrass Contracting Corporation

Date July 22, 2013

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Mark W. Johnson, bearing the official title of President, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

~~* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)~~

~~* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)~~

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

3. **BIDDERS AFFIDAVIT**

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

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

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

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

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

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

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

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

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

b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these

entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

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

BIDDERS AFFIDAVIT (LFUCG)

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

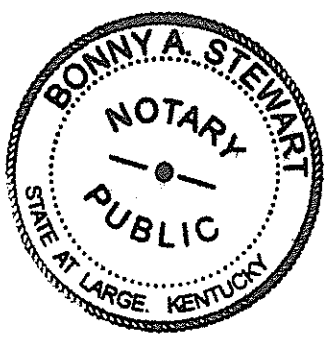
1. His/her name is Mark W. Johnson and he/she is the individual submitting the bid or is the authorized representative of Bluegrass Contracting Corporation, the entity submitting the bid (hereinafter referred to as "Bidder").
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of 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 the "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.

Mark W. Johnson
(Affiant)

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by
Mark W. Johnson on this the 22nd day of July
2013.

My Commission expires: 05/14/16



Bonny A. Stewart
NOTARY PUBLIC, STATE AT LARGE

**Clays Mill Road Section 2B Project
 Bid Schedule - July 22, 2013
 Bid No. 81-2013**

*Bluegrass Contracting
 Corporation*

	Description	Quantity	Unit		
1	DGA Base	4,350	TN	\$20.50	\$89,175.00
2	Leveling and Wedging	1,375	TN	\$84.75	\$116,531.25
3	Class 2 Asphalt Base	2,260	TN	\$80.75	\$182,495.00
4	Class 2 Asphalt Surface	905	TN	\$88.50	\$80,092.50
5	Storm Sewer Pipe-15"	56	LF	\$80.25	\$4,494.00
6	Storm Sewer Pipe-18"	964	LF	\$140.00	\$134,960.00
7	Storm Sewer Pipe-24"	47	LF	\$154.00	\$7,238.00
8	Curb Box Inlet Type A (Length 10')	11	EA	\$3,850.00	\$42,350.00
9	Curb Box Inlet Type A (Length 15')	1	EA	\$5,656.00	\$5,656.00
10	Curb Box Inlet Type A mod (length 15')	2	EA	\$5,143.00	\$10,286.00
11	Surface Inlet Type A	1	EA	\$4,257.00	\$4,257.00
12	Drop Box Inlet Type 13	1	EA	\$3,830.00	\$3,830.00
13	Adjust manhole Frame to Grade	1	EA	\$550.00	\$550.00
14	Standard Curb and Gutter	2,730	LF	\$13.50	\$36,855.00
15	10.5" JPC Pavement	3,692	SY	\$86.25	\$318,435.00
16	Roadway Excavation	8,870	CY	\$29.25	\$259,447.50
17	Clearing and Grubbing	1	LS	\$17,304.00	\$17,304.00
18	Pavement Milling and Texturing	1,533	SY	\$4.70	\$7,205.10
19	Maintain and Control Traffic	1	LS	\$21,231.00	\$21,231.00
20	Remove Pavement	2,161	SY	\$11.25	\$24,311.25
21	Temp Silt Fence	504	LF	\$3.60	\$1,814.40
22	Silt Trap Type B	4	EA	\$231.00	\$924.00
23	Silt Trap Type C	21	EA	\$231.00	\$4,851.00
24	Sidewalk	1,888	SY	\$39.00	\$73,632.00
25	Construction Staking	1	LS	\$14,887.00	\$14,887.00
26	Seeding and Protection	1,300	SY	\$1.00	\$1,300.00
27	Sodding	2,238	SY	\$6.70	\$14,994.60
28	Pave Striping-Temp Paint-4 IN	1,000	LF	\$1.00	\$1,000.00
29	Pave Striping-Perm Paint-4 IN	5,770	LF	\$0.35	\$2,019.50
30	Pave Striping-Thermo-4 IN	3,175	LF	\$2.10	\$6,667.50
31	Pave Striping-Thermo-12 IN	858	LF	\$9.60	\$8,236.80
32	Pave Marking-Thermo Stop Bar 24"	299	LF	\$14.25	\$4,260.75
33	Pave Marking-12" yellow Cont. Line	233	LF	\$4.90	\$1,141.70
34	Pave Marking-Thermo Curv Arrow	38	EA	\$139.00	\$5,282.00
35	Pave Marking-Thermo Comb Arrow	2	EA	\$201.00	\$402.00
36	Pave Marking Thermo -Bike	10	EA	\$284.00	\$2,840.00
37	Signals	1	LS	\$169,264.00	\$169,264.00
38	Retaining Walls	1	LS	\$908,643.00	\$908,643.00
39	42" Steel Guardrail w/Pickets	1,463	LF	\$82.50	\$120,697.50
40	PVC Pipe 2 inch	3,192	LF	\$10.25	\$32,718.00
41	Conduit 2 inch (steel)	509	LF	\$22.75	\$11,579.75
42	Junction Box-Electrical	9	EA	\$1,033.00	\$9,297.00
43	Junction Box-Fiber Optic	5	LF	\$1,033.00	\$5,165.00
44	2" Conduit (Fiber Optic)	1,610	LF	\$10.25	\$16,502.50
45	Demobilization (1 1/2% minimum)	1	LS	\$65,594.00	\$65,594.00
46	Landscaping	1	LS	\$14,397.00	\$14,397.00
47	Mobilization (5% Maximum)	1	LS	\$172,641.00	\$172,641.00
48	Public Improvement Sign	2	EA	\$1,326.00	\$2,652.00

49	Remove and Reset Sign	1	LS	\$1,687.00	\$1,687.00
50	#2 Stone Base	400	TN	\$22.25	\$8,900.00
51	Safeloading	54	CY	\$126.00	\$6,804.00
52	Sidewalk Ramp	10	EA	\$1,622.00	\$16,220.00
53	Header Curb	87	LF	\$34.50	\$3,001.50
54	Curb Box Inlet Type D (LFUCG)	1	EA	\$4,939.00	\$4,939.00
55	2' Barrier Median	299	LF	\$43.25	\$12,931.75
56	"No Parking Bike Lane" Sign	4	EA	\$207.00	\$828.00
57	Concrete Class A	143.9	CY	\$571.00	\$82,166.90
58	Concrete Class AA	153.5	CY	\$746.00	\$114,511.00
59	Steel Reinforcement	20,104	LB	\$1.60	\$32,166.40
60	Steel Reinforcement, Epoxy Coated	31,908	LB	\$1.30	\$41,480.40
61	Precast PCI Beam, Type III	285	LF	\$269.00	\$76,638.10
62	Foundation Preparation (Structure Excavati	1	LS	\$35,935.00	\$35,935.00
63	Structure Excavation Solid Rock	80	CY	\$98.25	\$7,860.00
64	Cyclopean Stone-Riprap	780	TN	\$32.25	\$25,155.00
65	Structure Granular Backfill	244	CY	\$53.00	\$12,932.00
66	Armored Edge for Concrete	110	LF	\$159.00	\$17,490.00
67	Masonry Coating	503	SY	\$7.90	\$3,973.70
68	Remove Concrete Masonry	93	CY	\$676.00	\$62,868.00
69	Handrail Steel	120	LF	\$128.00	\$15,360.00
70	Bonds (Performance and Payment)	1	LS	\$33,705.00	\$33,705.00
	Total Base Bid				\$3,657,660.35
	Bid Alternate No. 1				
71	Retaining Wall (Redi Rock)	1	LS	\$561,565.00	\$561,565.00
	Total Bid				\$4,219,225.35

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
65.	244	CY	Structure Granular Backfill Dollars Cents Per Cubic Yard	\$	\$
66.	110	LF	Armored Edge for Concrete Dollars Cents Per Linear Foot	\$	\$
67.	2106	SY	Masonry Coating Dollars Cents Per Square Yard	\$	\$
68.	93	CY	Remove Concrete Masonry Dollars Cents Per Cubic Yard	\$	\$
69.	120	LF	Handrail Steel Dollars Cents Per Linear Foot	\$	\$
70.	1	LS	Bonds (Performance & Payment) Dollars Cents Per Lump Sum		

See Attached Excel Spreadsheet

TOTAL OF ALL BID PRICES FOR Clays Mill Road Improvements, Section 2B Project – **Base Bid (Items 1 through 70)** in words and figures. In case of discrepancy, the amount shown in words will govern.

Three million, six hundred & fifty seven thousand, six hundred & sixty dollars AND Thirty five cents (\$ 3,657,660.35)

Bid Alternate

A Bid Alternate for retaining walls, if accepted, shall replace the walls listed in Item 38 of the Base Bid (Page P-12) with retaining walls constructed using Redi Rock International products. The bid

alternate walls shall be identical to the existing walls on the west side of Clays Mill Road at locations approximately 500' and 1000' north of the Higbee Mill Road intersection.

In addition to the installation of the walls, the bid alternate lump sum cost shall also include all other associated costs - including but not limited to the structural designs (to include the provisions for guardrail), construction plans, and all other documents - necessary for the construction of "Redi Rock" retaining walls located at Lt. Station 13+50 to 20+22 and Rt. Station 13+75 to 20+78.63 as shown on Sheets R3 - R5.

Clays Mill Road Improvements, Section 2B - Bid Alternate

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price	Unit Price	Total Amount Bid
71.	1	LS	Retaining Walls (Redi-Rock)		
				Dollars \$	\$
				Cents	
			Per Lump Sum		

See Attached Excel Spreadsheet

TOTAL OF BID PRICE FOR Clays Mill Road Improvements, Section 2B Project - Bid Alternate (Item 71) in words and figures. In case of discrepancy, the amount shown in words will govern.

Five hundred & sixty one thousand, five hundred & sixty five dollars AND No cents (\$ 561,565.00).

Submitted by:

Bluegrass Contracting Corporation
Firm

1075 Red Mile Road
Address

Lexington, KY 40504
City, State & Zip

Bid must be signed:
(original signature)


Signature of Authorized Company Representative - Title

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

(859) 231-0069 (859) 281-6457
Area Code - Phone - Extension Fax #

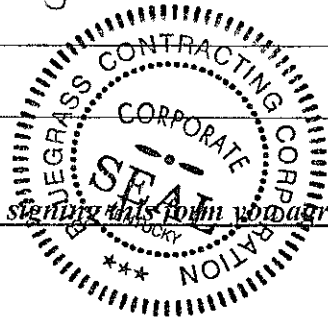
bqcc@windstream.net
E-Mail Address

OFFICIAL ADDRESS:

1075 Red Mile Road
Lexington, KY 40504

(Seal if Bid is by Corporation)

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



5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.
7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:
North American Specialty Insurance Company (Surety)
Signed: Todd P. Loehnert (Representative of Surety)
Todd P. Loehnert, Attorney-in-Fact
8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
See Attached Corporate Resume		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
CID 131006 Fayette Co.	Lexington, KY	3,022,078.72
US60 Sidewalk Construction Project	Simpsonville, KY	618,253.50
CID 132283 Grant Co.	Williamstown, KY	465,877.79

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
See Attached Corporate Resume		

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
<u>PceMark, Inc</u>	<u>Grade & Drain</u> <u>w/ Asphalt Surface</u>	<u>Yes</u>	<u>1.5%</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER)—all in accordance with the Bid Documents.

Respectfully submitted:

Bluegrass Contracting Corporation
(Name of Contracting Firm)

BY: [Signature]

TITLE: President

DATE July 22, 2013

6. LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of work</u>
1. <u>Paving</u>	Name: <u>Allen Company</u> <u>3009 Atkinson Ave</u> Address: <u>Lexington, KY 40509</u>	<u>N/Y</u>	<u>DBE</u> <u>0.9%</u>
2. <u>Electrical Work</u>	Name: <u>Bluegrass Electrical</u> <u>1495 Production Dr.</u> Address: <u>Burlington, KY 41005</u>	<u>N</u>	<u>DBE</u> <u>~1.1%</u> or Arrow Electric <u>TBD</u>
3. <u>Seeding + Protection</u>	Name: <u>Cedar Valley Seeding</u> <u>851 Redman Rd</u> Address: <u>Paris, KY 40361</u>	<u>Y</u>	<u>4%</u>
4. <u>Striping</u>	Name: <u>ProMark</u> <u>P.O. Box 1421</u> Address: <u>Mt. Sterling, KY 40353</u>	<u>Y</u>	<u>0.8%</u>
5. _____	Name: _____ Address: _____	_____	_____
6. _____	Name: _____ Address: _____	_____	_____
7. _____	Name: _____ Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)

7. LIST OF MATERIALS/ SUPPLIERS

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

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

Item	Brand Name, Manufacturer and/or Supplier
1. Concrete Supplier	<u>Conglaton</u>
2. Asphalt Supplier	<u>Lexington Quarry</u>
3. Masonry Supplier	<u>N/A</u>
4. Stone Supplier	<u>Lexington Quarry</u>
5. Paver Manufacturer And Supplier	<u>Lexington Quarry / Allen Company</u>
6. Storm Sewers Manufacturer	<u>ADS</u>
7. Landscape Materials Supplier	<u>TBD</u>

END LIST OF MATERIALS AND EQUIPMENT

8. DBE SUB-CONTRACTOR BIDDERS LIST

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

Project No.

List all quotes/bids received on this project.

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

1. Promark, Inc
2. Cedar Valley Seeding, Inc.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

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

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

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

1. Allun Company / Lexington Quarry
2. Davis H. Elliot
3. Bluegrass Electrical
4. Bournu-Clark
5. Central Seal
7. Arrow Electric
- 8.

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

9. CERTIFICATION FOR FEDERAL-AID CONTRACT

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

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

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

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

Bluegrass Contracting Corporation

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

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

President
(Title)


(Signature)

July 22, 2013
(Date)


10. CERTIFICATION OF PERFORMANCE

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

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

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

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

 July 22, 2013
(Signature) (Date)

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

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

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

11. CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO:

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

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

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

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

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

Exceptions: NONE

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

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

Mark W. Johnson July 22, 2013
(Signature) (Date)

12. CERTIFICATION OF BID PROPOSAL/DBE

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

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

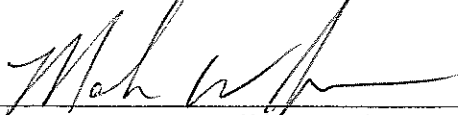
We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject increase or decrease as provided in the specifications.

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

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (DBE) in amount of 5 percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program."

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

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

 July 22, 2013
(Signature) (Date)

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

13. KENTUCKY TRANSPORTATION CABINET – DBE PROVISIONS

KENTUCKY TRANSPORTATION CABINET – DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

CERTIFICATION OF CONTRACT GOAL

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

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises ("DBE") in the amount of KYTC 5 percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Lexington-Fayette Urban County Government related to participation and **Kentucky Transportation Cabinet** pertaining to the DBE Program."

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

The request for reconsideration will be heard by Central Purchasing. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the

basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

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

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers and show the documented proof.

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

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

Photocopied payments and completed form to be submitted to:

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

14. NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO:

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

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

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

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

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

Mark W. Johnson July 22, 2013
(Signature) (Date)

15. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: See Attached Corporate Resume

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

16. EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

Bidders

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


Signature

Bluegrass Contracting Corporation
Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit

discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such*

certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Bluegrass Contracting Corporation
to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.



Mark W. Johnson
President

18. WORKFORCE ANALYSIS FORM

Name of Organization: Bluegrass Contracting Corporation Date: 7/22/2013

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	1	1						1	
Professionals	1	1						1	
Superintendents	3	3						3	
Supervisors									
Foremen	6	6						6	
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	3		3						3
Skilled Craft	34	27	1	3	1	2		32	2
Service/Maintenance	1	1						1	
Total:	49	39	4	3	1	2		44	5

Prepared By: Bonny A. Stewart

19. EVIDENCE OF INSURABILITY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Blossgrass Contracting Corporation Employee ID: 61-0679440
 Address: 1075 Red Mile Rd, Lexington, KY 40504 Phone: (859) 231-0069
 Project to be insured: 81-203 Clays Mill Rd Improvements, Section 2B

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions.

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CCIL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 Occ 2,000,000 Agg	Westfield Insurance Co	002382	A
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$1,000,000 CSB	Westfield Insurance Co.	002382	A
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/ endorsement as noted	\$ Statutory \$1,000,000	KY AGC SIF	09002	A-

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage: Wells Fargo Insurance Services Name of Authorized Representative: Walter M Zella
450 Breckenridge Ln, Suite 50 Title: Vice President
 Street Address: Louisville City: Ky State: 40207 Zip: 40207
 City: 502 State: 425 Zip: 9444
 Telephone Number: July 23, 2013 Authorized Signature: [Signature]

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

20. DEBARRED FIRMS

PROJECT NAME: Clays Mill Rd. Improvements, Section 2B

BID NUMBER: 81-2013

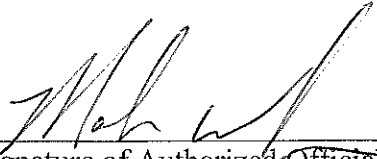
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

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

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

The undersigned hereby certifies that the firm of Bluegrass Contracting Corp has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

Bluegrass Contracting Corporation
Name of Firm Submitting Bid


Signature of Authorized Official

Mark W. Johnson, President
Title

July 22, 2013
Date

21. DEBARMENT CERTIFICATION

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

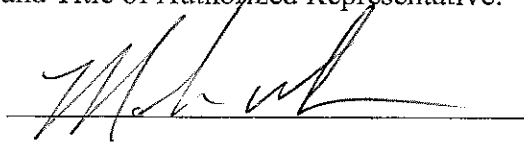
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: Bluegrass Contracting Corporation

Project: 81-2013 Clays Mill Rd Improvements Section 2B

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

Signature: 

Date: July 22, 2013

22. PROVISIONS RELATIVE TO SENATE BILL 258 (1994)

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

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

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

NONE

23. EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

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

KRS 11A.040 (8) states:

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

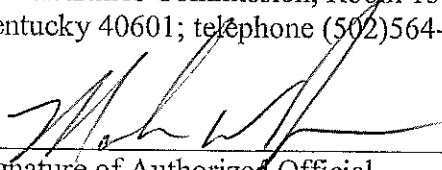
- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

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

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

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

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



Signature of Authorized Official

Mark W. Johnson, President
Title

July 22, 2013
Date

END OF SECTION

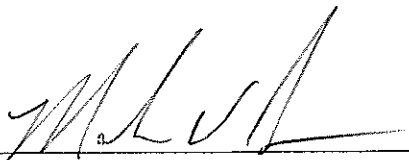
EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Bluegrass Contracting Corporation to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

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

Signature: 
(Bidding Contractor)

Title: Mark W. Johnson, President

Date: July 22, 2013



2. LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 81-2013 Clays Mill, Section 2 B

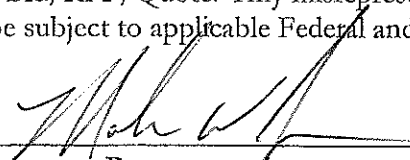
The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. ProMark, Inc P.O. Box 1421 Mt. Sterling, KY 40353 Ph: (859) 497-0533	Striping	30,794. ⁰⁰	0.8%
2. Cedar Valley Seeding 851 Redmen Rd. Paris, KY Ph: (859) 987-1497	Seeding + Protection	^{MWJ} 149,307. ⁰⁰	4%
3. cuseeding@ wildblue.net			
4. Allen Company has 35,000. ⁰⁰ of quote performed by DBE	Paving	~35,000. ⁰⁰	0.9%

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

Bluegrass Contracting Corp.
Company

July 22, 2013



Company Representative

Mark W. Johnson, President

Mike W. Hancock, P.E.
Secretary
Kentucky Transportation Cabinet

Steven L. Beshear
Governor

COMMONWEALTH OF KENTUCKY



Transportation Cabinet
certifies that

PRO-MARK, INC.

2181 Stepstone Road, Mt. Sterling, KY 40353

has met all eligibility requirements
to participate in the
Disadvantaged Business Enterprise Program

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or revocation.

August 30, 2014

Renewal Date

DBE Liaison Officer

Kentucky
UNBRIDLED SPIRIT™

CERTIFICATE NO.

A 2013
00129



Certificate of Eligibility

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

This Certifies that BLUEGRASS CONTRACTING CORPORATION
PO BOX 11638 1075 RED MILE RD
LEXINGTON KY 40576

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$12,262,729. This certificate which expires December 31, 2013 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

- A GRADE AND DRAIN
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- E3 BRIDGES 100 FT. CLEAR SPAN AND OVER
- I28 CONCRETE REPAIRS
- B PORTLAND CEMENT CONCRETE PAVING
- E2 BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN
- I27 DEMOLITION

DATE ISSUED: April 30, 2013

BY _____
STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary

May 2, 2013

BLUEGRASS CONTRACTING CORPORATION
* 00129 *
PO BOX 11638 1075 RED MILE RD
LEXINGTON KY 40576

Dear Contractor:

The Transportation Cabinet has issued the enclosed Certificate of Eligibility which indicates the maximum amount of work permitted to be under contract at anyone time, as a prime contractor. The Construction Prequalification Committee has approved those types of work for which your organization is considered qualified to bid or accept a subcontract on highway projects in Kentucky.

This certificate will expire at the end of your current fiscal year, or calendar year whichever is applicable as provided by Internal Revenue Service Regulations, but will be extended for 120 days to permit sufficient time for filing new data and renewal of eligibility without loss of bidding capacity.

Please examine the certificate carefully and note that it may not grant eligibility for all of the types of work requested in your application. If you should have reasons to request for reconsideration of maximum eligibility or items of work permitted by the Transportation Cabinet, do so in writing within ten (10) days after receipt of this certificate.

Contractors should notify the Finance Cabinet, Division of Statewide Accounting Services of **any** change in the wording of the name or **any** change in address from previously issued certificates. The Division of Statewide Accounting Services may be contacted at (502) 564-7750.

New prequalified contractors will need to purchase or download the latest edition of the Standard Specifications for Road and Bridge Construction and the Supplemental Specification Manual. First time bidders should pay special attention to Section 102, Bidding Requirements and Conditions, and Section 103, Awards and Execution of Contracts. The Standard Specifications for Road and Bridge Construction and Supplemental Specification Manual may be obtained by visiting the Division of Construction website at www.transportation.ky.gov/construction/.

Sincerely,

Cherie Shelton, Administrative Branch Manager
Division of Construction Procurement
(502) 564-3500

cs:rla
Enclosure



An Equal Opportunity Employer M/F/D

Mike W. Hancock, P.E.
Acting Secretary
Kentucky Transportation Cabinet

Steven L. Beshear
Governor

COMMONWEALTH OF KENTUCKY



Transportation Cabinet

certifies that

CEDAR VALLEY SEEDING, INC.

851 Redmon Road, Paris, KY 40361

has met all eligibility requirements
to participate in the
Disadvantaged Business Enterprise Program

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or revocation.

DBE Liaison Officer

April 30, 2013

Renewal Date





Certificate of Eligibility

TC 14-2
Rev. 2005

CERTIFICATE NO.

B 2013
02791

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

This Certifies that CEDAR VALLEY SEEDING INC
851 REDMON ROAD
PARIS KY 40361

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$900,000. This certificate which expires December 31, 2013 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

F SIGNS

104 GUARD RAILS

106 SEEDING AND SODDING


H LANDSCAPING

105 FENCING

DATE ISSUED:

April 30, 2013

BY


STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS

REVISED



Certificate of Eligibility

CERTIFICATE NO.

A 2012
00305

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

This Certifies that ARROW ELECTRIC COMPANY INC
P O BOX 36215
LOUISVILLE KY 40233-0215

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$29,926,392. This certificate which expires May 31, 2013 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

- F SIGNS
- I44 INTEGRATED TRAFFIC MANAGEMENT SYSTEMS
- J19 INSTALLATION OF ROADWAY SENSORS AND COUNTERS
- G LIGHTING
- I96 DRILLED SHAFTS

DATE ISSUED: March 28, 2013

BY

STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS

CERTIFICATE NO.

B 2013
00899



Certificate of Eligibility

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

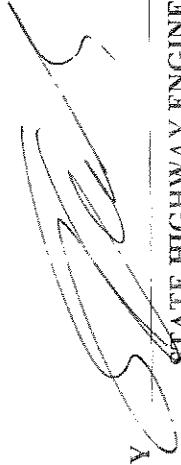
This Certifies that BLUEGRASS ELECTRICAL CONSULTANTS INC
1495 PRODUCTION DRIVE
BURLINGTON KY 41005

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$1,000,000. This certificate which expires December 31, 2013 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

- F SIGNS
- G LIGHTING
- I34 FIBER OPTIC CABLE INSTALLATION
- I44 INTEGRATED TRAFFIC MANAGEMENT SYSTEMS
- J63 ROADWAY WEATHER MONITORING EQUIPMENT INSTALLATION

DATE ISSUED: June 17, 2013

BY 
STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS



Certificate of Eligibility

CERTIFICATE NO.

A 2013
02067

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

This Certifies that LEXINGTON QUARRY COMPANY
3009 ATKINSON AVE SUITE 300
LEXINGTON KY 40509

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$86,062,170 . This certificate which expires December 31, 2013 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

- A GRADE AND DRAIN
- C1 ASPHALT PAVING OPTION B
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- B PORTLAND CEMENT CONCRETE PAVING
- C2 ASPHALT PAVING OPTION A
- E2 BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN

DATE ISSUED: March 28, 2013

BY

STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS



Certificate of Eligibility

CERTIFICATE NO.

B 2013
02480

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

This Certifies that PRO-MARK INC
PO BOX 1421
MOUNT STERLING KY 40353

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$900,000. This certificate which expires December 31, 2013 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

131 PAVEMENT STRIPING

132 PAVEMENT MARKERS

DATE ISSUED:

April 30, 2013

BY

STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: 81-2013

Date: July 9, 2013

Subject: Clays Mill Road Project Section 2B

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

TO ALL PROSPECTIVE BIDDERS:

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

- 1) The link for the KYTC pre-qualified Sub-contractors and material suppliers is: <http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/default.aspx>. Lists are included on the right side of the page under the heading Navigation.
- 2) Q&A cutoff deadline has been extended to July 15, 2013, 2:00 pm.
- 3) Contract completion has been extended from 180 days to 270 days.
- 4) Pre-bid sign-in sheet is attached.
- 5) Bid schedule attached in Excel format.

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: Bluegrass Contracting Corporation

ADDRESS: 1075 Red Mike Rd, Lexington, KY 40504

SIGNATURE OF BIDDER: [Handwritten Signature]



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: **81-2013**

Date: July 15, 2013

Subject: **Clays Mill Road Project Section 2B**

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

TO ALL PROSPECTIVE BIDDERS:

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

Retaining Walls

- 1) Is there any geotechnical information available for the retaining walls? Response: No.
- 2) Can a profile of the retaining walls be provided? Response: No profile will be provided. The locations of the varying panel heights are shown on sheet S2.
- 3) Is it intended to set the panels on the concrete poured to the top of the rock socket? Or does the concrete backfilling the piling sometimes pour above the rock socket? Response: The intent is that the panels bear directly on the rock socket and be flush with the top of the pile. The top of the rock socket will therefore vary on either side of the pile.
- 4) What is the detail for setting panels at the same pile with different panel heights on each side? Response: See response to question 3.
- 5) Is it intended for the panels to set even with the top of the piling? Response: Yes.
- 6) The note for the pre-drilled rock socket is confusing. For instance, some of the sockets indicate a 10' minimum rock socket, with at least 3' into unweathered rock. If weathered rock is greater than 2' thick, then extend the rock socket until you get at least 3' into unweathered rock but no more than 10'-6". Do we take that to mean that the rock socket should only get extended when weathered rock is more than 7' thick in the case of a 10' rock socket? Or does it mean if unweathered rock is 3' thick in this instance that the rock socket needs to be 10'-6"? Does it mean that if the unweathered rock is 12' deep, we drill a 10'-6" hole?
Response: The intent is that the rock socket should have a minimum of 3' into unweathered rock for at least the minimum rock socket length but not more than the maximum length. While it is highly unlikely that the weathered rock depth will be 12' deep. If such a case is discovered during construction, it would need to be evaluated on an individual basis.

- 7) The plans show 10" thick concrete panels. Does this 10" include the stone veneer listed in Section 37 of the Technical Specifications or is the stone veneer in addition to the 10"? Response: The 10" is structural thickness and does not include the stone veneer thickness (see additional information regarding stone veneer).
- 8) On sheet S11, on Detail A, there is not shown any plates for the pile cover on end of the return leg of the retaining wall. How is the cover to be attached to the steel piling at this location? Response: The cover is to be attached using Plate "B", similar to that shown in Detail "B".
- 9) On sheet S11, Detail A, there is no weld detail for Plate A on the return leg of the retaining wall. What is the required weld, if there is one for this connection? Response: The weld should be 1/4".
- 10) All references on the plans and specifications regarding stone veneer treatments on the retaining walls south of Man O' War Blvd. shall be disregarded. The aesthetic treatments for the retaining walls shall be constructed with form liners with a stone pattern that matches the existing walls on the west side of Clays Mill Road just north of Higbee Mill Road. The form liner shall be submitted to the LFUCG for review and approval. The form liners shall be of such dimensions that are be compatible with the retaining wall structure plans (sheets S1 – S11).
- 11) It appears that if the top of the pile elevation is indeed the top of the panel elevation, then subtracting the panel heights from the top of the pile elevation indicates that in some locations the bottom of the panel will be above the sidewalk. This will also cause the rock socket / column of concrete to have to be formed in order to construct. Response: The intent is that bottom of the panels to be at/below is the existing ground/rock line. If the current field conditions differ from the original survey (from 2004), then field modifications to construct the panels/wall as intended may be necessary.
- 12) Since there is not a uniform height or stepped down locations of the top of the wall indicated, there will be areas where the precast panels setting on a small half column of concrete several feet high will be required. This will be an unreinforced half column of concrete and with continual wind / vibration / backfill loading on the wall panels would appear to create an undesirable situation vis-à-vis the stability of this loaded area. Response: See response to #11. The intent is not to have reinforced concrete columns providing the primary support. The existing rock line is the intended primary support.
- 13) There does not appear to be any pad or other device on which to set the panel, thus, there will be concrete on concrete interface. There will be movement due to wind, vibrations, etc. that will likely lead to displaced stone veneer and cracking / chipping of the panels due to the movement of concrete on concrete. Response: See #'s 11 & 12 responses.

Bridge Widening over South Elkhorn Creek

- 14) The plans indicate a Barrier Median Type 4 which extends across the bridge. However, the roadway plans and the cross-sections indicate a width of 2' while the bridge plans indicate a width of 4'. Which is correct? Response: The width of the median barrier should be 2'.
- 15) Should the Barrier Median Type 4 be changed to indicate Barrier Median Type 5 for the section on the bridge? Response: The barrier median type shall be in accordance with the KYTC standard drawings for the surface that it will be constructed on (existing or new flexible pavement, existing rigid pavement, etc.).
- 16) The item for the joint seal appears to have been left off the quantities. Response: The joint seal is incidental to the armored edge.
- 17) Is it intended for a neoprene seal to be used on the bridge joints? If so, are the existing seals to be left in place? If the existing seals are left in place, what is the detail for tying the new seals to the existing seals?

Response: Use a preformed compression joint seal per Std. Dwg. BJE-001 as noted in the plans. If the existing seals are damaged or in poor condition, they should be removed and new seals be placed along the entire width of the bridge. If not, the new seals will be tied into the existing per the seal manufacturer's recommendations.

18) If the intent is to use the cork throughout the new joints, the item for armored edge will need to be increased.
Response: The intent of the cork is to provide a bond break between the end diaphragms and the abutment backwall. It does not need to extend past the limits of the armored edge and should not impact the armored edge quantity.

19) Handrails for the bridge widening shall be aluminum. See attachment B of this addendum for details.

20) Masonry coating for the superstructure is revised from 1955 SY to 352 SY. Total quantity for masonry coating is 503 SY.

Miscellaneous Items

21) Storm sewer pipe may be HDPE

22) Existing light poles will be removed by Kentucky Utilities prior to the start of construction

23) In instances where proposed pipe is connecting to existing pipe through existing inlets, the inlet structure will be removed as part of clearing and grubbing.

24) DGA under sidewalks and ramps is not required, but may be used. If used, it will be incidental to the construction of the sidewalk and/or ramps.

25) Above ground and below ground utilities have been previously relocated. Existing topography on the plan sheets does not reflect these relocations. If it is discovered during construction that utilities conflicts exist, the contractor shall immediately notify the LFUCG.

26) All materials for the traffic signals will be provided by the contractor (controller cabinets, mast arms, signals, etc.).

27) Attachment A of this addendum shows the roadway earthwork quantities. Note – these quantities do not include bridge widening construction and construction of the retaining walls behind the face of the wall.

28) Attachment B of this addendum is a detail for the aluminum handrails for the bridge widening.



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: Bluegrass Contracting Corporation

ADDRESS: 1075 Red Miles Rd / Lexington, KY 40504

SIGNATURE OF BIDDER: [Handwritten Signature]

ADDENDUM 2

ATTACHMENT A

Clays Mill Road - Section 2B
 Roadway Earthworks

	STATION & AREA (sf)	VOLUME (CY)	
		EXC	EMB
	10+75		
EXC	12.1		
EMB	13.2		
		11.2	12.2
	11+00		
EXC	12.1		
EMB	13.2		
		39.5	15.8
	11+50		
EXC	30.6		
EMB	3.9		
		62.6	11.2
	12+00		
EXC	37		
EMB	8.3		
		89.7	20.9
	12+50		
EXC	59.9		
EMB	14.3		
		123.5	29.7
	13+00		
EXC	73.5		
EMB	17.8		
		142.3	33
	13+50		
EXC	80.2		
EMB	17.9		

		172.2	16.6
	14+00		
EXC	105.8		
EMB	0		
		226.7	0
	14+50		
EXC	139.1		
EMB	0		
		289.1	0
	15+00		
EXC	173.2		
EMB	0		
		316.6	0
	15+50		
EXC	168.7		
EMB	0		
		362.1	0
	16+00		
EXC	222.4		
EMB	0		
		409.3	0
	16+50		
EXC	219.6		
EMB	0		
		443.9	0
	17+00		
EXC	259.7		
EMB	0		
		485.7	0
	17+50		
EXC	264.8		
EMB	0		

		459.6	0
	18+00		
EXC	231.5		
EMB	0		
		459.4	0
	18+50		
EXC	264.6		
EMB	0		
		560.6	0
	19+00		
EXC	340.9		
EMB	0		
		568.3	0
	19+50		
EXC	272.9		
EMB	0		
		529.3	0.5
	20+00		
EXC	298.7		
EMB	0.6		
		530.6	0.5
	20+50		
EXC	274.3		
EMB	0		
		361.2	0
	21+00		
EXC	115.7		
EMB	0		
		107.1	0
	21+25		

EXC 115.7
EMB 0

22+00

EXC 39
EMB 0

236.6 28

22+50

EXC 216.5
EMB 30.2

201.3 268.7

23+00

EXC 0.9
EMB 259.9

23+70

EXC 146.5
EMB 91.3

163 102

24+00

EXC 146.5
EMB 91.3

268.8 135

24+50

EXC 143.9
EMB 54.5

255.8 83.3

25+00

EXC 132.5
EMB 35.4

276.6 38.8

25+50
EXC 166.3
EMB 6.5

197 8

25+82
EXC 166.3
EMB 6.5

EMBANKMENT BENCHING

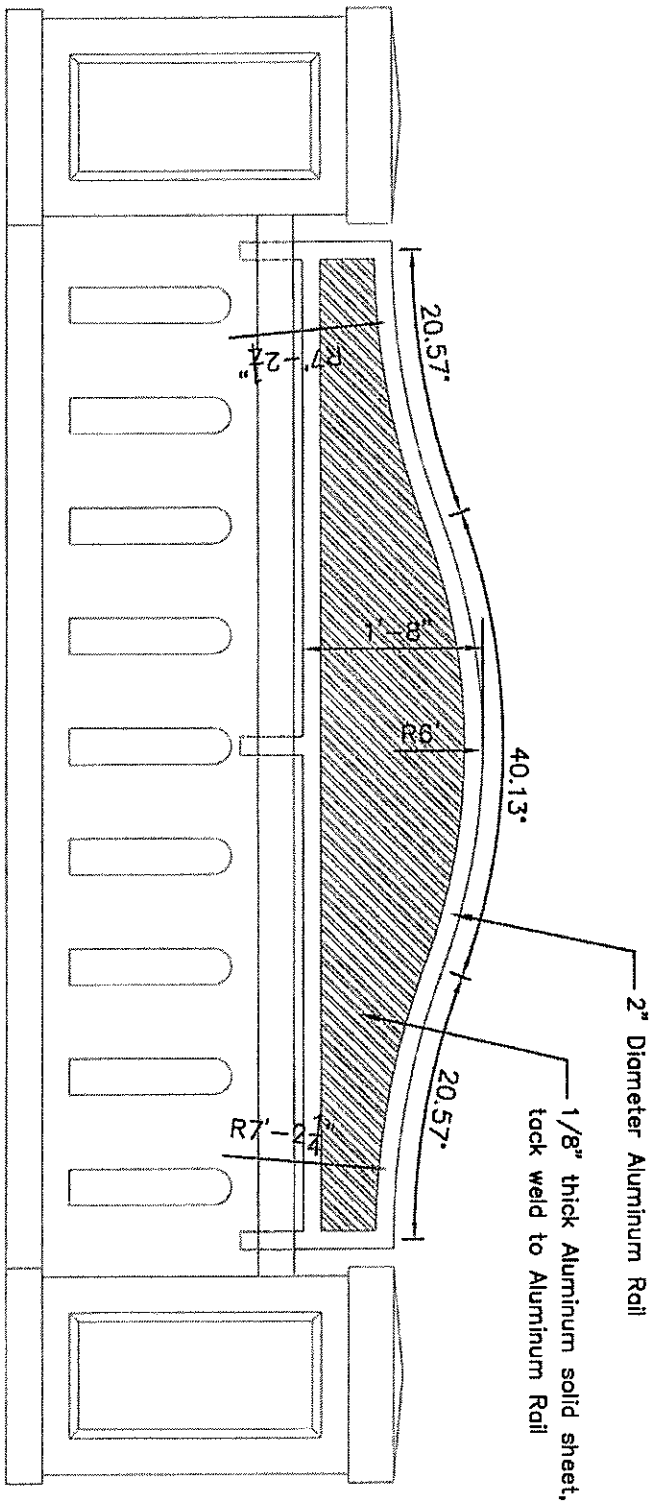
	LEFT		EMB. BENCH
	LT 22+25		
BENCH	56.4		
			52.2
	LT 22+50		
BENCH	56.4		
			104.4
	LT 23+00		
BENCH	56.4		
	LT 23+70		
BENCH	38.8		
			43.1
	LT 24+00		
BENCH	38.8		
			71.8
	LT 24+50		
BENCH	38.7		

		35.8
BENCH	LT 24+75 38.7	
	RIGHT	
BENCH	RT 23+70 41.9	
		46.6
BENCH	RT 24+00 41.9	
		69.4
BENCH	RT 24+50 33	
		44.4
BENCH	RT 25+00 24.9	
		30.4
BENCH	RT 25+50 7.9	

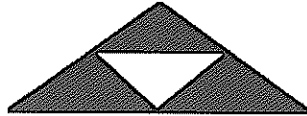
NOTE - EARTHWORK QUANTITIES ON THESE SHEETS MAY DIFFER FROM PLAN QUANTITY DUE TO ROUNDING

ADDENDUM 2

ATTACHMENT B



HANDRAIL FOR BRIDGE WIDENING DETAIL
 NTS



BLUEGRASS CONTRACTING CORPORATION



**1075 Red Mile Road
P.O. Box 11638
Lexington, KY 40576
Ph: (859) 231-0069
Fax: (859) 281-6457**

www.bluegrasscontracting.com



BLUEGRASS CONTRACTING CORPORATION

INCORPORATED:

April 3, 1969

PRE-QUALIFIED BY:

**Kentucky Department of Transportation
Tennessee Department of Transportation**

CERTIFIED:

**Small Business
Hub Zone
Veteran Owned**

AWARDS:

**Kentucky Association of Highway Contractors, Inc.
President's Safety Achievement Award 1991
KAHC Chairman's Safety Achievement Award 1999
Safety Merit Award 1993, 1994, 2002, 2003, 2004, 2006
Safety Award 2007, 2008, 2009 & 2012**

**American Public Works Association – KY Chapter
Project of the Year: Sugar Mill Mitigation Project
Stormwater Category, 2010**

**Indiana Ready Mix Concrete Association
Outstanding Concrete Achievement Award:
Merom Landfill Cell Project – Sullivan, IN, 2013**

MEMBERS OF:

**Kentucky Association of Highway Contractors, Inc.
since 1970
Kentucky Ready Mixed Concrete Association since 2005
Kentucky County Judge/Executive Association
Society of American Military Engineers
Kentucky Concrete Pavement Association**



BLUEGRASS CONTRACTING CORPORATION

Bluegrass Contracting Corporation has been focused on heavy and highway construction since 1969, but today as a general contractor our focus has evolved to include many other areas.

SERVICES WE SPECIALIZE IN:

Project Management
Design Build

Site Development
Sanitary Landfill Operation

Bridges and Culverts
Concrete Paving

Clearing and Grubbing
Grading

Drainage and Storm Sewer
Sanitary Sewer

BUSINESS VOLUME

Fiscal Year Ending:

12-31-11	6,776,000.00
12-31-10	8,209,000.00
12-31-09	6,466,000.00
12-31-08	7,236,000.00
12-31-07	6,989,000.00
12-31-06	6,300,000.00
12-31-05	4,200,000.00
12-31-04	2,017,060.00
12-31-03	1,268,000.00
12-31-02	2,848,000.00
12-31-01	3,386,000.00
12-31-00	5,400,000.00
12-31-99	4,790,000.00
12-31-98	4,368,000.00
12-31-97	4,089,000.00



BLUEGRASS CONTRACTING CORPORATION

PROJECTS CURRENT AND PAST

<u>Description & Location</u>	<u>Contract Amount</u>	<u>Status</u>	<u>Completion Date</u>
Scott Co. I-75 Hamilton-Hinkle Paving Georgetown, KY	\$1,337,001.50	10%	
Fayette Co. - Newtown Pike KY Dept. of Transportation Lexington, KY	\$3,022,078.72	15%	
19 th Engineering Battalion Complex B.L. Harbert Fort Knox, KY	\$1,253,748.00	0%	
Fleming Co. HG Mays Fleimingsburg, KY	\$572,984.00	0%	
ATS Construction Deroode St Lexington, KY	\$581,942.00	20%	
Mammoth Cave National Park Cave City, KY	\$24,875.00	100%	01/13
KY Dept. of Transportation Franklin County	\$306,002.25	0%	
Trans-Ash, Inc. Drakesboro, KY	\$77,706.21	0%	
City of Winchester, KY Depot Street	\$1,022,231.00	60%	
KY Dept. of Transportation Pulaski County	\$1,053,854.21	100%	11/12
KY Dept. of Transportation Bell County	\$573,538.44	100%	11/12
KY Dept. of Transportation Laurel County	\$1,843,640.00	100%	10/12



BLUEGRASS CONTRACTING CORPORATION

PROJECTS CURRENT AND PAST

<u>Description & Location</u>	<u>Contract Amount</u>	<u>Status</u>	<u>Completion Date</u>
Federal Highway Administration Jackson County, KY	\$490,806.50	100%	11/12
KY Dept. of Transportation Barren County	\$521,478.12	100%	09/12
City of Georgetown, KY Kroger Turning Lane	\$64,925.00	100%	07/12
Mason Co. Gabion Mattress Maysville, KY	\$324,601.97	100%	08/12
KY Dept. of Transportation Butler County	\$368,188.00	100%	07/12
Federal Highway Administration Caney Creek	\$2,058,313.00	50%	
Republic Services Transfer Station Lexington, KY	\$225,125.00	100%	02/12
Ironton Bridge Wayne National Forest Ironton, OH	\$985,430.00	100%	07/12
U.S. Army Corps of Engineers Old Hickory Bluff Stabilization Old Hickory, TN	\$613,485.00	100%	06/12
Federal Highway Administration Mammoth Cave National Park	\$763,096.25	100%	11/11
Hinkle Contracting, LLC Hoosier Energy Bloomington, IN	\$1,835,526.00	100%	08/12
KY Dept. of Transportation Whitley County	\$214,290.35	100%	06/12



BLUEGRASS CONTRACTING CORPORATION

PROJECTS CURRENT AND PAST

<u>Description & Location</u>	<u>Contract Amount</u>	<u>Status</u>	<u>Completion Date</u>
KY Dept. of Transportation Perry County	\$1,229,280.10	100%	06/12
Chickamauga & Chattanooga National Military Park Alexander's Bridge Chickamauga, GA	\$1,598,256.00	100%	12/11
KY Finance Cabinet Somerset Community College Somerset, KY	\$454,700.00	100%	03/11
KY Dept. of Transportation Clark County	\$25,570.00	100%	04/11
KY Dept. of Transportation Boyle County	\$50,620.00	100%	05/11
KY Dept. of Transportation Second Street/KY32 Intersection Rowan County	\$1,530,381.70	100%	02/12
KY Dept. of Transportation Concrete Pavement US25 Laurel County	\$683,234.82	100%	07/10
U.S. Forest Service Major Culverts Daniel Boone National Forest Bath & Whitley Counties	\$447,500.00	100%	08/11
KY Dept. of Transportation Legacy Trail Phase 2 Bridge/Trail Construction Lexington, KY	\$697,800.00	100%	09/10
KY Dept. of Transportation Legacy Trail Phase 1 Bridge/Trail Construction Lexington, KY	\$1,737,800.00	100%	09/10



BLUEGRASS CONTRACTING CORPORATION

PROJECTS CURRENT AND PAST

<u>Description & Location</u>	<u>Contract Amount</u>	<u>Status</u>	<u>Completion Date</u>
KY Dept. of Transportation Streetscape Oldham County Crestwood, KY	\$103,828.92	100%	08/10
KY Dept. of Transportation Streetscape Oldham County Pee Wee Valley, KY	\$98,177.17	100%	08/10
KY Dept. of Transportation Jefferson County Middletown, KY	\$156,069.19	100%	10/10
U.S. Forest Service Indian Creek Bridge Replacement Menifee County	\$315,000.00	100%	09/09
LFUCG Vaughn's Branch Flood Mitigation Project Lexington, KY	\$1,225,006.25	100%	05/10
KY Dept. of Transportation Jefferson County Louisville, KY	\$399,034.44	100%	11/09
KY Dept. of Transportation Greenup County Ashland, KY	\$109,995.55	100%	07/09
Allied Technical Services, Inc. Lake Vega Siphon Blue Grass Army Depot Richmond, KY	\$152,400.00	100%	06/09
U.S. Army Corps of Engineers Wilson Road Improvements Fort Knox, KY	\$6,474,653.00	100%	04/10



BLUEGRASS CONTRACTING CORPORATION

PROJECTS CURRENT AND PAST

<u>Description & Location</u>	<u>Contract Amount</u>	<u>Status</u>	<u>Completion Date</u>
City of Beattyville Beattyville Streetscape Beattyville, KY	\$620,854.00	100%	06/09
Eastern Federal Lands Hwy. Div. Federal Highway Administration Panther Creek Bridge Bryson City, NC	\$1,053,367.00	100%	08/09
City of Berea Mayde Road Improvements Berea, KY	\$3,053,470.24	100%	11/08
KY Dept. of Transportation Casey County Bridge Liberty, KY	\$560,890.37	100%	06/08
KY Finance Cabinet Cigar Lane Improvements KY Horse Park Georgetown, KY	\$1,778,240.00	100%	07/08
Layne Geo Construction Lake Vega Dam Repairs Blue Grass Army Depot Richmond, KY	\$331,527.00	100%	07/08
KY Dept. of Transportation Rockcastle County Bridge Renfro Valley, KY	\$247,862.80	100%	05/08
LFUCG Meadow, Northland, Arlington Neighborhood Improvements Lexington, KY	\$959,526.50	100%	11/07
Kay & Kay Contracting, LLC Laurel Co.	\$1,488,516.00	100%	10/07



BLUEGRASS CONTRACTING CORPORATION

PROJECTS CURRENT AND PAST

<u>Description & Location</u>	<u>Contract Amount</u>	<u>Status</u>	<u>Completion Date</u>
KY Dept. of Transportation Hardin County Sonora, KY	\$677,082.20	100%	08/07
City of Versailles Versailles Streetscape Versailles, KY	\$298,840.00	100%	08/07
Bechtel Parson, Inc. BGCAPP – Roadwork Concrete, Caissons, and Mech. Utilities Blue Grass Army Depot Richmond, KY	\$530,987.00	100%	07/07
Bechtel Parsons, Inc. BGCAPP – Fencing Installations Blue Grass Army Depot Richmond, KY	\$1,037,115.00	100%	07/07
KY Finance Cabinet Mark's Lane Bridge Georgetown, KY	\$64,300.00	100%	06/07
Army Corps of Engineers Cumberland Point Boat Ramp Lake Cumberland, KY	\$29,735.00	100%	05/07
Army Corps of Engineers Waitsboro Boat Ramp Lake Cumberland, KY	\$20,926.00	100%	05/07
Army Corps of Engineers Alligator #2 Boat Ramp Lake Cumberland, KY	\$23,995.00	100%	05/07
Pendleton Co. Fiscal Court Lenoxburg Bridge Pendleton, KY	\$247,500.00	100%	05/07



BLUEGRASS CONTRACTING CORPORATION

PROJECTS CURRENT AND PAST

<u>Description & Location</u>	<u>Contract Amount</u>	<u>Status</u>	<u>Completion Date</u>
Eastern Federal Lands Hwy. Div. Federal Highway Administration North Carolina Forest Highway Haywood County, North Carolina	\$3,156,029.87	100%	02/07
Blue Grass Airport Phase IIB – NAVAIDS Runway 4-22 Safety Area Improv. Lexington, KY	\$1,505,000.00	100%	01/07
LFUCG I-75 Sound Barrier Wall Lexington, KY	\$372,637.50	100%	10/06
Eastern Federal Lands Hwy. Div. Federal Highway Administration Cold Hill Rd.-Daniel Boone Nat'l Forest Laurel County, Kentucky	\$1,804,396.00	100%	01/06
Whistlers Lane Home Owners Assoc. Bridge on Thistle Way Scott County, Kentucky	\$109,831.00	100%	11/05
Brasch & Berry Contractors Goodwill Industries Site Rowan County, Kentucky	\$89,640.00	100%	10/05
TDOT Bridge Macon County, Tennessee	\$362,640.00	100%	10/05
KYDOT JPC Pavement Repairs Whitley County, Kentucky	\$121,275.50	100%	07/05
KYDOT JPC Pavement Repairs Laurel County, Kentucky	\$154,198.75	100%	07/05
Estill Co. Fiscal Court Approaches Estill County, Kentucky	\$144,000.00	100%	05/05



BLUEGRASS CONTRACTING CORPORATION

PROJECTS CURRENT AND PAST

<u>Description & Location</u>	<u>Contract Amount</u>	<u>Status</u>	<u>Completion Date</u>
New Entrance Bridge Morgan County, Kentucky	\$173,900.00	100%	04/05
CSX Transportation Slope Protection Louisville, Kentucky	\$58,300.00	100%	03/05
KYDOT Grade, Drain and Asphalt Fayette County, Kentucky	\$433,843.39	100%	03/05
Franklin Ind. RR Culvert Extension Crab Orchard, Tennessee	\$88,700.00	100%	01/05
Retention Structure Jessamine County, Kentucky	\$40,503.40	100%	12/04
Eagle View Plaza Site Prep Fayette County, Kentucky	\$95,135.00	100%	12/04
KYDOT Bridge, Grade and Drain Bourbon County, Kentucky	\$301,615.10	100%	10/04
City of Augusta Riverwalk Bracken County, Kentucky	\$460,000.00	100%	10/04
KYDOT Bridge Replacement Jefferson County, Kentucky	\$139,577.00	100%	08/04
Chevron Station Removal Fayette County, Kentucky	\$29,484.00	100%	07/04
London Airport Retaining Wall Laurel County, Kentucky	\$67,500.00	100%	07/04
Wendy's Site Grading and Retaining Wall Fayette County, Kentucky	\$150,000.00	100%	07/04
KYDOT Bridge over Elk Creek Letcher County, Kentucky	\$127,000.00	100%	06/04
LFUCG Detention Basin Loudon Avenue Lexington, Kentucky	\$218,000.00	100%	06/04



BLUEGRASS CONTRACTING CORPORATION

OFFICERS AND MANAGERS

President: Mark W. Johnson, Fourteen years as Manager of Concrete Division of Hinkle Contracting, Paris, Kentucky. Responsible for the construction of bridges, airports, interstate highway pavement repair, commercial and industrial site work. Prior to that owned company in London, Kentucky doing concrete work for highways, the coal industry, and commercial developments. Purchased Bluegrass Contracting Corporation in 2004.

Vice President: Dave Luttrell, B.S. Civil Engineering, University of Kentucky, May 1973. Registered Professional Engineer (KY No. 12488, OH No. 45940). Registered Land Surveyor (KY No. 2170). Employed with Dixie Bridge Co. for twelve years. Superintendent, 3D Enterprises for fourteen years Superintendent and Project Manager, RCI for eight years. Responsible for construction of bridges, water and wastewater treatment plants, utilities, concrete structures, site work, excavation, steel structures, and buildings. Joined Bluegrass Contracting Corporation in June 2007.

Paving Manager: Rick Walters: Worked for Shamrock International Corporation for over twelve years, and became President and Vice President during his time there. Worked for Irving Materials for nine years as Area Manager. Level I and II Concrete Technician and Pervious Concrete Certified Technician. Joined Bluegrass Contracting Corporation in April 2013.

Project Manager: James A. Johnson: Worked as operator for Hinkle Contracting Corporation for nine years. Experienced in grading and sanitary/storm sewers. Joined Bluegrass Contracting Corporation in 2004. Certified in pervious concrete.

Project Manager: Daniel Stamps: Project Manager and estimator for Fox Enterprises in 2011, Site Development Manager for W.S. Construction for five years. KYTC Project Traffic Coordinator and Kentucky Erosion Control Inspector. Joined Bluegrass Contracting Corporation in January 2012.



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BLUEGRASS CONTRACTING CORPORATION

PRIMARY FIELD SUPERVISORS

Greg Ward: Experience in concrete construction. Certified in pervious concrete. First Aid and CPR certified, as well as 10 HR OSHA and DOT certified. Joined Bluegrass Contracting Corporation in 2007.

Bobby Lee: Worked as concrete foreman for Shamrock International for sixteen years. Experience in numerous concrete paving projects. First Aid and CPR certified, as well as 10 HR OSHA certified. Joined Bluegrass Contracting in May 2013.

Brad Stamper: Experience on multiple bridge projects including jobs with pavement repairs. First Aid and CPR certified, as well as 10 HR OSHA and DOT certified. Joined Bluegrass Contracting in

Roger Webb: First Aid and CPR certified, as well as 10 HR OSHA and DOT certified. Joined Bluegrass Contracting in 2012.

Jeff Isaacs: Experience on multiple bridge projects including jobs with pavement repairs and grading. First Aid and CPR certified, as well as 10 OSHA and DOT certified. Joined Bluegrass Contracting in

J.R. Wagers: Worked as carpenter and carpenter foreman for T.C. Young Construction Company for 12 years. Joined Bluegrass Contracting Corporation in 1986. Foreman on several bridge projects. Certified as ACI Concrete Technician and KYDOT Earthwork Technician. Received commendation from KYDOT for quality of work on bridge over Norfolk Southern Railway in Jessamine County, KY.



BLUEGRASS CONTRACTING CORPORATION

COMPANY EQUIPMENT LIST

- (1) Hitachi 310 Excavator
- (1) 2002 Kobelco SK210
- (1) Kobelco 200 Excavator/with Breaker
- (1) PC78 Komatsu Excavator
- (2) Kobelco SK70 Excavator
- (1) PC27 Excavator
- (1) CAT 416B Backhoe Loader
- (1) CAT 420B Backhoe Loader
- (1) Case Backhoe Loader/with Breaker
- (1) Case Forklift
- (1) CAT 963 Track Loader
- (1) Komatsu 510C Loader
- (1) D32 Komatsu Dozer
- (1) D61 EX-12 Komatsu Dozer
- (1) Fiatallis 65C Motor Grader
- (1) SD40 Ingersoll-Rand Roller
- (1) SD105 Ingersoll-Rand Roller
- (1) 2003 Mustang Skid Loader/with Breaker
- (1) Broce BB250C Sweeper Broom
- (1) Sullair 100 cfm Air Compressor
- (1) Sullair 185 cfm Air Compressor
- (1) Ingersol Air Compressor P750
- (1) Gomaco Bridge Deck Finishing Machine
- (1) Bidwell Bridge Deck Finishing Machine
- (1) Bidwell Ditch Trimming Machine
- (1) Bidwell Ditch Finishing Machine
- (1) Crafc0 Hot Tar Melter
- (1) Vermeer 1150 Trencher
- (1) Vermeer BC625 Chipper
- (2) 6" Water Pump
- (2) Light Plant
- (5) Office/Storage Trailers
- (1) 2005 Ford Explorer
- (1) 2012 Ford Explorer
- (7) Ford F150 & F250 Pickup Trucks
- (3) International Dump Truck
- (1) Ford F650 Roll Back Truck
- (1) Tri Axle International Dump Truck
- (1) 2004 Terex TA27 Articulated Dump
- (1) Allen Tube Concrete Paver
- (1) GMC 5500 Service Truck
- (2) GMC 3500 Pickups
- (1) Teramite Roller Screed



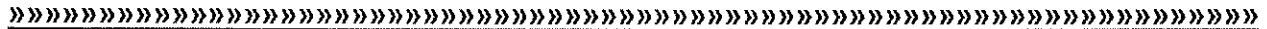
BLUEGRASS CONTRACTING CORPORATION

BANK REFERENCE

**Mr. David Ross
Central Bank & Trust Co.
300 W. Vine Street
Lexington, KY 40507
Ph: (859) 253-6222
Fax: (859) 253-6006**

BONDING REFERENCE

**Mr. Todd Loehnert
Wells Fargo Insurance Services, Inc.
950 Breckinridge Lane, Suite 50
Louisville, KY 40207
Ph: (502) 326-4008**



CREDIT AND TRADE REFERENCES

**Dun & Bradstreet, Inc
Box 2100
Louisville, KY 40201
Ph: (502) 459-1000
DUNS#04-754-5017**

**Citicapital
5250-77 Center Dr., St. 100
Charlotte, NC 28217
Ph: (502) 224-0748**

**Advanced Drainage Systems
331 Cutters Hill Court
Lexington, KY 40509
Ph: (859) 264-8871**

**W.T. Congleton Co.
613 Laco Drive
Lexington, KY 40511
Ph: (859) 231-6180
Fax: (888) 550-6170**

**MMI of Kentucky
2081 Mercer Road
Lexington, KY 40511
Ph: (859) 255-0070
Fax: (859) 231-6522**

**Brandeis Machinery
1389 Cahill Drive
Lexington, KY 40504
Ph: (859) 259-3456
Fax: (859) 254-0783**

**Irving Materials Inc.
P.O. Box 34217
Louisville, KY 40232
Ph: (502) 456-6930
Fax: (502) 451-8823**

**Prestress Services of KY
P.O. Box 55436
Lexington, KY 40555
Ph: (859) 299-0461
Fax: (859) 299-0147**

**Independent Concrete Pipe
3701 Kramers Lane
Shively, KY 40216-4646
Ph: (502) 448-9500**



BLUEGRASS CONTRACTING CORPORATION

CREDIT AND TRADE REFERENCES

Vulcan Materials Company
3001 Alcoa Highway
Knoxville, TN 37901
Ph: (865) 577-2511
Fax: (865) 579-2967

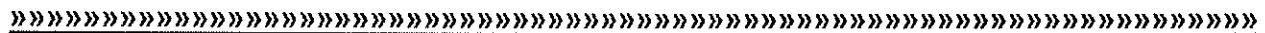
Wayne Supply Company
P.O. Box 951439
Cleveland, OH 44193-0016
Ph: (859) 254-2756
Fax: (859) 254-2750

Harrod Concrete
500 S. Forbes Road
Lexington, KY 40504
Ph: (859) 254-0526
Fax: (502) 223-1855

Sherman Dixie Concrete
200 42nd Avenue North
Nashville, TN 37209
Ph: (615) 889-0700
Fax: (615) 889-2670

The Wells Group LLC
P.O. Box 28
West Liberty, KY 41472
Ph: (606) 743-3485

Equip. Sales & Rentals
628 Bizzell Drive
Lexington, KY 40510
Ph: (859) 231-5343



CONTRACTING AGENCY REFERENCES

Mr. Paul Nesbitt
Nesbitt Engineering
416 Park Place
Lexington, KY 40511
Ph: (859) 233-3111

Mr. Roger Blair
Tetra Tech, Inc.
800 Corporate Drive
Lexington, KY 40503
Ph: (859) 223-8000

Mr. Sam Williams
LFUCG
200 East Main Street
Lexington, KY 40507
Ph: (859) 258-3410

Mr. David Hughes
KY Transportation Cabinet
713 New Circle Rd. NW
Lexington, KY 40512
Ph: (859) 246-2355

Mr. Brad Peters
Construction Op. SPSV1
TN Dept of Transportation
1407 Greenwood Drive
Greeneville, TN 37745

Mr. James Ballinger, PE
KY Transportation Cabinet
763 New Circle Road, NW
Lexington, KY 40512
Ph: (859) 246-2355

Mr. Mike Calebs
KY Transportation Cabinet
P.O. Box 250
Manchester, KY 40962
Ph: (606) 598-2145

Mr. Bart Bryant
KY Transportation Cabinet
P.O. Box 347
Flemingsburg, KY 41041
Ph: (800) 817-2551

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bluegrass Contracting Corporation
PO Box 11638
Lexington, KY 40576

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101
Mailing Address for Notices

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.

OWNER:

(Name, legal status and address)

Lexington/Fayette Urban County Government
200 East Main St.
Lexington, KY 40507

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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

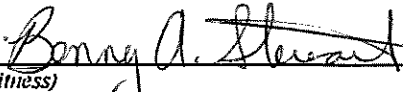
Clays Mill Road Improvements Project, Section 2B

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 22nd day of July, 2013


(Witness)

Bluegrass Contracting Corporation

(Principal)

By: 

(Title)

North American Specialty Insurance Company

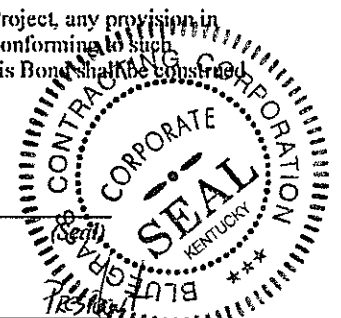
(Surety)

(Seal)

By: 

(Title) Todd Loehner

Attorney-in-Fact



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: Todd Loehnert

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Bluegrass Contracting Corporation **Bond Number:** Bid Bond
Obligee: Lexington/Fayette Urban County Government **Bond Amount:** See Bond Form
Bond Description: Clays Mill Road Improvements Project, Section 2B

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

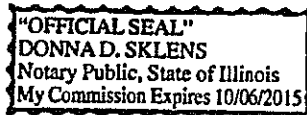


IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May 20 12.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of May 20 12, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of July, 2013.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Commercial Lines - (502) 425-9444 Wells Fargo Insurance Services USA, Inc. 950 Breckenridge Lane, Suite 50 Louisville, KY 40207-4675	CONTACT NAME: CONSTRUCTION DEPARTMENT		
	PHONE (A/C, No, Ext): 502.425.9444	FAX (A/C, No): 855.209.1247	
INSURED Bluegrass Contracting Corporation P O Box 11638 Lexington, KY 40576-1638	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westfield Insurance Company		24112
	INSURER B: Kentucky Associated General Contractors Self Ins		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 6232154 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CMM7583921	07/01/13	07/01/14	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS \$500 Comp D \$1,000 Coll De <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CMM7583921	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$500 Ded Comp	\$ 1,000 Coll Ded
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000			CMM7583921	07/01/13	07/01/14	EACH OCCURRENCE	\$ 8,000,000
							AGGREGATE	\$ 8,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			18882-0	01/01/13	12/31/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 4,000,000 \$ 4,000,000 \$ 4,000,000
A	Leased/Rented Equipment			CMM7583921	07/01/13	07/01/14	\$250,000 Limit / \$1,000 Deductible As Scheduled / \$1,000 Deductible	
A	Contractors Equipment			CMM7583921	07/01/13	07/01/14		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 See Above.

CERTIFICATE HOLDER PROOF OF INSURANCE: Bluegrass Contracting Corporation P O Box 11638 Lexington KY 40576-1638	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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