

PART III

Invitation to Bid No. 107-2014

2014 Construction Unit Price Contract

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: August 25, 2014

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

This Proposal Submitted by ASL EXCAVATING INC.
P.O. Box 321
Flemingsburg, KY 41041
606-849-4511

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, 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 **2014 Construction Unit Price Contract** having examined the Specifications and Contract Documents, having intent to examine each site for proposed Work hereby proposes to furnish all labor, materials, and supplies, and to construct the Project(s) in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under agreed-to Purchase Order accepted under this Contract and to complete the Project(s) within the time provided by the Purchase Order..

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 8/6/14

Addendum No. _____ Date _____

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 ASL Excavating Inc

Date 8/25/14

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Gary Shannon, 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. BIDDER'S AFFIDAVIT

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

1. His/her name is Gary Shannon and he/she is the individual submitting the bid or is the authorized representative of ASL Excavating Inc, 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.

✓ Gary Shannon
(Affiant)

STATE OF Kentucky

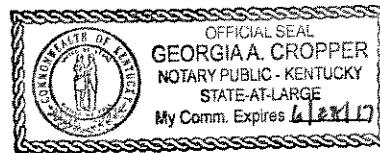
COUNTY OF Fleming

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

Gary Shannon on this the 22nd day of August
2014.

My Commission expires: 6/28/17

Georgia A. Cropper
NOTARY PUBLIC, STATE AT LARGE



4. BID SCHEDULE – SCHEDULE OF VALUES

The Bidder agrees to perform all the Work described in the Specifications and shown on future Plans for the following proposed unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

In addition to completing the following schedule of values, Bidders shall enter their unit prices on the attached Excel spreadsheet (Available through the LFUCG Economic Engine Marketplace), titled *2014 Construction Unit Price Contract Bid Schedule.xls*, and submit it with their bid on a CD or flash drive. Any discrepancies between entries in the table below and the electronic spreadsheet will defer to the unit price as written in the schedule below.

The Bidder is not required to bid on every item listed in the bid schedule. In instances where the Bidder chooses not to bid on a specific item, the Bidder shall enter the phrase “no bid” in the unit price column for that respective item. However, Bidders are cautioned that failure to submit a unit bid price on an item will disqualify the Bidder from any project requiring that item, even if they have submitted unit bid prices for all other work items pertaining to that particular project.

IN ADDITION TO COMPLETING THE LINE ITEM UNIT PRICES BELOW, BIDDERS MUST COMPLETE THE EXCEL SPREADSHEET AVAILABE ON THE LFUCG ECONOMIC ENGINE MARKETPLACE WEBSITE AND RETURN IT WITH THEIR SUBMITTAL ON A CD OR FLASH DRIVE.

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
1.	Excavation for Fourteen _____ Dollars Fifty _____ Cents per CY	\$ <u>14.50</u>
2.	Embankment for Sixteen _____ Dollars zero _____ Cents per CY	\$ <u>16.00</u>
3.	Rock Excavation (Mechanical) for Thirty-seven _____ Dollars twenty-five _____ Cents per CY	\$ <u>37.25</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
4.	Remove Portland Cement Concrete Pavement for <u>Twenty-eight</u> _____ Dollars <u>fifty</u> _____ Cents per SY	\$ <u>28.50</u>
5.	Remove Curb and Gutter for <u>Eight</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>8.00</u>
6.	Remove Sidewalk, Entrance Pavement for <u>Ten</u> _____ Dollars <u>thirty</u> _____ Cents per SY	\$ <u>10.30</u>
7.	Remove Bituminous Concrete Pavement for <u>Seven</u> _____ Dollars <u>zero</u> _____ Cents per SY	\$ <u>7.00</u>
8.	Remove Pipes less than 24" – up to 8' deep for <u>Twelve</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>12.00</u>
9.	Remove Pipes 30" - 48" – up to 8' deep for <u>Eighteen</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>18.00</u>
10.	Remove Fence for <u>Three</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>3.00</u>
11.	Remove Headwalls and Inlet Structures for <u>Seven hundred</u> _____ Dollars <u>zero</u> _____ Cents per EA	\$ <u>700⁰⁰</u>
12.	Remove Tree (5" to 12" Diameter) for <u>Two hundred fifty</u> _____ Dollars <u>zero</u> _____ Cents per EA	\$ <u>250⁰⁰</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
13.	Remove Tree (>12" to 23" Diameter) for <u>Five hundred ninety-five</u> Dollars <u>zero</u> Cents per EA	\$ <u>595.00</u>
14.	Remove Tree (>24" to 36" Diameter) for <u>One thousand three hundred</u> Dollars <u>zero</u> Cents per EA	\$ <u>1300.00</u>
15.	Remove Tree (>36" Diameter and up) for <u>Two thousand five hundred</u> Dollars <u>zero</u> Cents per EA	\$ <u>2500.00</u>
16.	Dense Graded Aggregate Base for <u>Twenty-two</u> Dollars <u>zero</u> Cents per TN	\$ <u>22.00</u>
17.	No. 2 Stone for <u>Twenty-three</u> Dollars <u>zero</u> Cents per TN	\$ <u>23.00</u>
18.	No. 9 Stone for <u>Twenty-four</u> Dollars <u>zero</u> Cents per TN	\$ <u>24.00</u>
19.	No. 57 Stone for <u>Twenty-one</u> Dollars <u>zero</u> Cents per TN	\$ <u>21.00</u>
20.	Steel Reinforcement for Concrete for <u>One</u> Dollars <u>twenty</u> Cents per LB	\$ <u>1.20</u>
21.	Unfinished Concrete less than 10 cubic yards for <u>One hundred forty</u> Dollars <u>zero</u> Cents per CY	\$ <u>140.00</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
22.	Unfinished Concrete more than 10 cubic yards for <u>One hundred thirty-five</u> _____ Dollars <u>zero</u> _____ Cents per CY	\$ <u>135.00</u>
23.	Formed Class A Concrete less than 10 cubic yards for <u>Eight hundred</u> _____ Dollars <u>zero</u> _____ Cents per CY	\$ <u>800.00</u>
24.	Formed Class A Concrete more than 10 cubic yards for <u>Five hundred ninety</u> _____ Dollars <u>zero</u> _____ Cents per CY	\$ <u>590.00</u>
25.	4 1/2" Concrete Sidewalk for <u>Thirty-eight</u> _____ Dollars <u>zero</u> _____ Cents per SY	\$ <u>38.00</u>
26.	6" Concrete Sidewalk for <u>Forty-five</u> _____ Dollars <u>zero</u> _____ Cents per SY	\$ <u>45.00</u>
27.	6" Concrete Entrance Pavement for <u>Sixty one</u> _____ Dollars <u>zero</u> _____ Cents per SY	\$ <u>61.00</u>
28.	Sidewalk Ramp for <u>One hundred two</u> _____ Dollars <u>zero</u> _____ Cents per SY	\$ <u>102.00</u>
29.	Header Curb for <u>Thirty</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>30.00</u>
30.	Curb and Gutter, Type 1 for <u>Twenty-one</u> _____ Dollars <u>fifty</u> _____ Cents per LF	\$ <u>21.50</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
31.	Curb and Gutter, Type 4 for <u>Twenty-five</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>25.00</u>
32.	Bituminous Pavement Milling & Texturing for <u>Thirty</u> _____ Dollars <u>Eighty-five</u> _____ Cents per TN	\$ <u>30.85</u>
33.	Bituminous Base for <u>Sixty</u> _____ Dollars <u>thirty-five</u> _____ Cents per TN	\$ <u>60.35</u>
34.	Class I Bituminous Surface less than 50 tons for <u>Seventy-three</u> _____ Dollars <u>Sixty-five</u> _____ Cents per TN	\$ <u>73.65</u>
35.	Class I Bituminous Surface greater than 50 tons for <u>Sixty-six</u> _____ Dollars <u>fifteen</u> _____ Cents per TN	\$ <u>66.15</u>
36.	Bituminous Material for Tack for <u>Six hundred</u> _____ Dollars <u>200</u> _____ Cents per TN	\$ <u>600.00</u>
37.	LFUCG Type "A" Surface Inlet for <u>Four thousand</u> _____ Dollars <u>zero</u> _____ Cents per EA	\$ <u>4000⁰⁰</u>
38.	LFUCG Type "B" Surface Inlet for <u>Three thousand eight hundred</u> _____ Dollars <u>zero</u> _____ Cents per EA	\$ <u>3800⁰⁰</u>
39.	LFUCG Curb Box Inlet Type "A" for <u>Four thousand two hundred</u> _____ Dollars <u>zero</u> _____ Cents per EA	\$ <u>4200⁰⁰</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
40.	LFUCG Curb Box Inlet Type "B" for Three thousand nine hundred seventy five — Dollars zero Cents per EA	\$ 3975 ⁰⁰
41.	LFUCG Curb Box Inlet Type "C" for Three thousand seven hundred — Dollars zero Cents per EA	\$ 3700 ⁰⁰
42.	LFUCG Curb Box Inlet Type "D" for Two thousand eight hundred fifty — Dollars zero Cents per EA	\$ 2850 ⁰⁰
43.	KDOH Curb Box Inlet Type "B" for Three thousand NINE hundred — Dollars zero Cents per EA	\$ 3900 ⁰⁰
44.	KDOH Drop Box Inlet Type "13" for Two thousand seven hundred fifty — Dollars zero Cents per EA	\$ 2750 ⁰⁰
45.	KDOH Drop Box Inlet Type "16" for Three thousand — Dollars zero Cents per EA	\$ 3000 ⁰⁰
46.	Lexington Storm Sewer Manholes (4' Dia.) (0-8' No Rock) for Three thousand — Dollars zero Cents per EA	\$ 3000 ⁰⁰
47.	Lexington Storm Sewer Manhole (5' Dia.) (0-8' No Rock) for Five thousand — Dollars zero Cents per EA	\$ 5000 ⁰⁰
48.	Lexington Storm Sewer Manhole (6' Dia.) (0-8' No Rock) for Six thousand — Dollars zero Cents per EA	\$ 6000 ⁰⁰

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
49.	Pipe Tie-in into Manhole or Curb Box Inlet for <u>Eight hundred</u> _____ Dollars <u>zero</u> _____ Cents per EA	\$ <u>800⁰⁰</u>
50.	15" RCP Storm Sewer (0-8' No Rock) for <u>Fifty-six</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>56.00</u>
51.	18" RCP Storm Sewer (0-8' No Rock) for <u>Sixty-six</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>66.00</u>
52.	24" RCP Storm Sewer (0-8' No Rock) for <u>Seventy-one</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>71.00</u>
53.	30" RCP Storm Sewer (0-8' No Rock) for <u>Eighty-seven</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>87.00</u>
54.	36" RCP Storm Sewer (0-8' No Rock) for <u>One hundred twenty</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>120⁰⁰</u>
55.	42" RCP Storm Sewer (0-8' No Rock) for <u>One hundred thirty</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>130.00</u>
56.	48" RCP Storm Sewer (0-8' No Rock) for <u>One hundred eighty</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>180.00</u>
57.	15" HDPE Storm Sewer (0-8' No Rock) for <u>Fifty</u> _____ Dollars <u>zero</u> _____ Cents per LF	\$ <u>50⁰⁰</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
58.	18" HDPE Storm Sewer (0-8' No Rock) for <u>Fifty-four</u> Dollars <u>fifty</u> Cents per LF	\$ <u>54.50</u>
59.	24" HDPE Storm Sewer (0-8' No Rock) for <u>Sixty</u> Dollars <u>zero</u> Cents per LF	\$ <u>60.00</u>
60.	30" HDPE Storm Sewer (0-8' No Rock) for <u>Eighty-two</u> Dollars <u>zero</u> Cents per LF	\$ <u>82.00</u>
61.	36" HDPE Storm Sewer (0-8' No Rock) for <u>One hundred five</u> Dollars <u>zero</u> Cents per LF	\$ <u>105.00</u>
62.	15" PP Storm Sewer (0-8' No Rock) for <u>Fifty-two</u> Dollars <u>zero</u> Cents per LF	\$ <u>52.00</u>
63.	18" PP Storm Sewer (0-8' No Rock) for <u>Fifty-six</u> Dollars <u>fifty</u> Cents per LF	\$ <u>56.50</u>
64.	24" PP Storm Sewer (0-8' No Rock) for <u>Sixty-two</u> Dollars <u>fifty</u> Cents per LF	\$ <u>62.50</u>
65.	30" PP Storm Sewer (0-8' No Rock) for <u>Eighty-five</u> Dollars <u>zero</u> Cents per LF	\$ <u>85.00</u>
66.	36" PP Storm Sewer (0-8' No Rock) for <u>One hundred eight</u> Dollars <u>zero</u> Cents per LF	\$ <u>108.00</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
67.	15" Elliptical RCP Storm Sewer (0-8' No Rock) for <i>Sixty-two</i> _____ Dollars <i>zero</i> _____ Cents per LF	\$ <u>62.00</u>
68.	18" Elliptical RCP Storm Sewer (0-8' No Rock) for <i>Seventy-two</i> _____ Dollars <i>zero</i> _____ Cents per LF	\$ <u>72.00</u>
69.	24" Elliptical RCP Storm Sewer (0-8' No Rock) for <i>Seventy-eight</i> _____ Dollars <i>zero</i> _____ Cents per LF	\$ <u>78.00</u>
70.	30" Elliptical RCP Storm Sewer (0-8' No Rock) for <i>Ninety-three</i> _____ Dollars <i>zero</i> _____ Cents per LF	\$ <u>93.00</u>
71.	36" Elliptical RCP Storm Sewer (0-8' No Rock) for <i>One hundred thirty-six</i> _____ Dollars <i>zero</i> _____ Cents per LF	\$ <u>136.00</u>
72.	42" Elliptical RCP Storm Sewer (0-8' No Rock) for <i>One hundred forty-five</i> _____ Dollars <i>zero</i> _____ Cents per LF	\$ <u>145.00</u>
73.	48" Elliptical RCP Storm Sewer (0-8' No Rock) for <i>Two hundred one</i> _____ Dollars <i>zero</i> _____ Cents per LF	\$ <u>201.00</u>
74.	Internal Inspection of Sewer Pipe: CCTV for <i>No bid</i> _____ Dollars _____ Cents per LF	\$ <u>No bid</u>
75.	15" Straight Headwall (Standard or Raised) for <i>One thousand three hundred</i> _____ Dollars <i>zero</i> _____ Cents per EA	\$ <u>1300.00</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
76.	18" Straight Headwall (Standard or Raised) for <u>One thousand four hundred</u> Dollars <u>zero</u> Cents per EA	\$ <u>1400.00</u>
77.	24" Straight Headwall (Standard or Raised) for <u>One thousand six hundred seventy-five</u> Dollars <u>zero</u> Cents per EA	\$ <u>1675⁰⁰</u>
78.	15" Pipe Culvert Headwall for <u>One thousand two hundred</u> Dollars <u>zero</u> Cents per EA	\$ <u>1200⁰⁰</u>
79.	18" Pipe Culvert Headwall for <u>One thousand three hundred</u> Dollars <u>zero</u> Cents per EA	\$ <u>1300⁰⁰</u>
80.	24" Pipe Culvert Headwall for <u>One thousand four hundred fifty</u> Dollars <u>zero</u> Cents per EA	\$ <u>1450⁰⁰</u>
81.	30" Pipe Culvert Headwall for <u>One thousand nine hundred</u> Dollars <u>zero</u> Cents per EA	\$ <u>1900⁰⁰</u>
82.	36" Pipe Culvert Headwall for <u>Two thousand four hundred</u> Dollars <u>zero</u> Cents per EA	\$ <u>2400.00</u>
83.	42" Pipe Culvert Headwall for <u>Two thousand seven hundred fifty</u> Dollars <u>NO</u> Cents per EA	\$ <u>2750⁰⁰</u>
84.	48" Pipe Culvert Headwall for <u>Three thousand six hundred</u> Dollars <u>zero</u> Cents per EA	\$ <u>3600⁰⁰</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
85.	18" Sloped and Flared Box Inlet-Outlet for Two thousand two hundred fifty _____ Dollars zero _____ Cents per EA	2250 ⁰⁰
86.	24" Sloped and Flared Box Inlet-Outlet for Two thousand eight hundred _____ Dollars zero _____ Cents per EA	2800 ⁰⁰
87.	30" Sloped and Flared Box Inlet-Outlet for Four thousand one hundred _____ Dollars zero _____ Cents per EA	4100 ⁰⁰
88.	36" Sloped and Flared Box Inlet-Outlet for Five thousand eight hundred _____ Dollars zero _____ Cents per EA	5800.00
89.	15" Impact Stilling Basin for One thousand five hundred _____ Dollars zero _____ Cents per EA	\$ 1500.00
90.	18" Impact Stilling Basin for One thousand six hundred _____ Dollars zero _____ Cents per EA	\$ 1600 ⁰⁰
91.	24" Impact Stilling Basin for Two thousand _____ Dollars zero _____ Cents per EA	\$ 2000 ⁰⁰
92.	30" Impact Stilling Basin for Two thousand seven hundred _____ Dollars zero _____ Cents per EA	\$ 2700 ⁰⁰
93.	36" Impact Stilling Basin for Three thousand three hundred fifty _____ Dollars zero _____ Cents per EA	\$ 3350 ⁰⁰

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
94.	48" Impact Stilling Basin for Four thousand two hundred _____ Dollars zero _____ Cents per EA	\$ 4200 ⁰⁰
95.	Bottom Paved Ditch for Eighty-eight _____ Dollars zero _____ Cents per SY	\$ 88.00
96.	Aggregate Channel Lining for Slope Protection for Twenty-seven _____ Dollars zero _____ Cents per TN	\$ 27.00
97.	Seeding and Protection for One _____ Dollars Twenty _____ Cents per SY	\$ 1.20
98.	Sodding for Five _____ Dollars fifty _____ Cents per SY	\$ 5.50
99.	Gabion Mattress Channel Lining for One hundred forty-five _____ Dollars zero _____ Cents per CY	\$ 145 ⁰⁰
100.	4" HDPE Perforated Pipe for seven _____ Dollars zero _____ Cents per LF	\$ 7 ⁰⁰
101.	6" HDPE Perforated Pipe for Nine _____ Dollars zero _____ Cents per LF	\$ 9 ⁰⁰
102.	4" PVC Pipe for Twenty _____ Dollars zero _____ Cents per LF	\$ 20 ⁰⁰

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
103.	6" PVC Pipe for <u>Seventy-three</u> Dollars <u>zero</u> Cents per LF	\$ <u>23⁰⁰</u>
104.	8" PVC Sanitary Sewer (0-8' No Rock) for <u>Thirty</u> Dollars <u>zero</u> Cents per LF	\$ <u>30⁰⁰</u>
105.	10" PVC Sanitary Sewer (0-8' No Rock) for <u>Thirty-six</u> Dollars <u>zero</u> Cents per LF	\$ <u>36⁰⁰</u>
106.	12" PVC Sanitary Sewer (0-8' No Rock) for <u>Forty-six</u> Dollars <u>zero</u> Cents per LF	\$ <u>46⁰⁰</u>
107.	15" PVC Sanitary Sewer (0-8' No Rock) for <u>Fifty-four</u> Dollars <u>zero</u> Cents per LF	\$ <u>54⁰⁰</u>
108.	18" PVC Sanitary Sewer (0-8' No Rock) for <u>Sixty-eight</u> Dollars <u>zero</u> Cents per LF	\$ <u>68⁰⁰</u>
109.	8" Ductile Iron Sewer Pipe (0-8' No Rock) for <u>Sixty-eight</u> Dollars <u>zero</u> Cents per LF	\$ <u>68⁰⁰</u>
110.	10" Ductile Iron Sewer Pipe (0-8' No Rock) for <u>Seventy-four</u> Dollars <u>zero</u> Cents per LF	\$ <u>74⁰⁰</u>
111.	12" Ductile Iron Sewer Pipe (0-8' No Rock) for <u>Seventy-eight</u> Dollars <u>zero</u> Cents per LF	\$ <u>78⁰⁰</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
112.	14" Ductile Iron Pipe (0-8' No Rock) for <u>One hundred ten</u> Dollars <u>zero</u> Cents per LF	\$ <u>110⁰⁰</u>
113.	Sanitary Sewer By-Pass Pumping for <u>Two thousand five hundred</u> Dollars <u>zero</u> Cents per DAY	\$ <u>2500⁰⁰</u>
114.	Two Way Sewer Service Cleanout for <u>Seven hundred fifty</u> Dollars <u>zero</u> Cents per EA	\$ <u>750⁰⁰</u>
115.	4" X 8" PVC Sanitary Sewer Tee & up to 6 ft of lateral for <u>Five hundred fifty</u> Dollars <u>zero</u> Cents per EA	\$ <u>550⁰⁰</u>
116.	6" X 8" PVC Sanitary Sewer Tee & up to 6 ft of lateral for <u>Six hundred</u> Dollars <u>zero</u> Cents per EA	\$ <u>600⁰⁰</u>
117.	Lexington Sanitary Sewer Manholes (4' Dia.) (0-8' No Rock) for <u>Three thousand</u> Dollars <u>zero</u> Cents per EA	\$ <u>3000⁰⁰</u>
118.	Lexington Sanitary Sewer Manhole (5' Dia.) (0-8' No Rock) for <u>Four thousand five hundred</u> Dollars <u>zero</u> Cents per EA	\$ <u>4500⁰⁰</u>
119.	Lexington Sanitary Sewer Manhole (6' Dia.) (0-8' No Rock) for <u>Six thousand five hundred</u> Dollars <u>zero</u> Cents per EA	\$ <u>6500⁰⁰</u>
120.	Manhole - Additional Vertical Depth Deeper than 8'0" (4' dia) for <u>One hundred sixty</u> Dollars <u>zero</u> Cents per VF	\$ <u>160⁰⁰</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
121.	Manhole - Additional Vertical Depth Deeper than 8'0" (5' dia) for <u>Two hundred twenty</u> Dollars <u>zero</u> Cents per VF	\$ 220 ⁰⁰
122.	Manhole - Additional Vertical Depth Deeper than 8'0" (6' dia) for <u>Two hundred fifty</u> Dollars <u>zero</u> Cents per VF	\$ 250 ⁰⁰
123.	Manhole - Additional for Adjustable Frame and Cover for <u>One thousand two hundred fifty</u> Dollars <u>zero</u> Cents per EA	\$ 1250 ⁰⁰
124.	Woven Wire Fence 4' Height for <u>Eight</u> Dollars <u>zero</u> Cents per LF	\$ 8 ⁰⁰
125.	Chain Link Fence 4' Height for <u>Twenty</u> Dollars <u>fifty</u> Cents per LF	\$ 19.50
126.	Privacy Fence (installation) for <u>Thirty - six</u> Dollars <u>zero</u> Cents per LF	\$ 36 ⁰⁰
127.	Backhoe (Small) with Operator for <u>Eighty - eight</u> Dollars <u>zero</u> Cents per HR	\$ 88 ⁰⁰
128.	Dump Truck (single axle) with Driver for <u>Seventy - seven</u> Dollars <u>fifty</u> Cents per HR	\$ 77 ⁵⁰
129.	Dump Truck (tri-axle) with Driver for <u>Twenty</u> Dollars <u>zero</u> Cents per HR	\$ 90 ⁰⁰

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
130.	Jackhammer with Operator for <u>Seventy-five</u> _____ Dollars <u>zero</u> _____ Cents per HR	\$ <u>75⁰⁰</u>
131.	Skid Loader with Operator for <u>Eighty-five</u> _____ Dollars <u>zero</u> _____ Cents per HR	\$ <u>85⁰⁰</u>
132.	Check Dam for <u>Thirty-two</u> _____ Dollars <u>zero</u> _____ Cents per TN	\$ <u>32⁰⁰</u>
133.	Sediment Trap for <u>Thirty-two</u> _____ Dollars <u>zero</u> _____ Cents per CY	\$ <u>32⁰⁰</u>
134.	Sediment Pond for <u>Thirty-six</u> _____ Dollars <u>zero</u> _____ Cents per CY	\$ <u>36.00</u>
135.	Silt Fence for <u>Two</u> _____ Dollars <u>sixty</u> _____ Cents per LF	\$ <u>2.60</u>
136.	Storm Drain Inlet Protection for <u>One hundred sixty</u> _____ Dollars <u>zero</u> _____ Cents per EA	\$ <u>160⁰⁰</u>
137.	Filter Strip for <u>Seven</u> _____ Dollars <u>zero</u> _____ Cents per SY	\$ <u>7⁰⁰</u>
138.	Stream Crossing for <u>Three thousand five hundred</u> _____ Dollars <u>zero</u> _____ Cents per EA	\$ <u>3500⁰⁰</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
139.	Pump-Around Flow Diversion for <u>Two thousand five hundred</u> Dollars <u>zero</u> Cents per DAY	\$ <u>2500⁰⁰</u>
140.	Construction Dewatering for <u>Seventy</u> Dollars <u>zero</u> Cents per DAY	\$ <u>70⁰⁰</u>
141.	Geotextile Construction (Type I) for <u>One</u> Dollars <u>eighty</u> Cents per SY	\$ <u>1.80</u>
142.	Geotextile Construction (Type II) for <u>One</u> Dollars <u>eighty-six</u> Cents per SY	\$ <u>1.86</u>
143.	Geotextile Construction (Type III) for <u>One</u> Dollars <u>ninety</u> Cents per SY	\$ <u>1.90</u>
144.	Geotextile Construction (Type IV) for <u>One</u> Dollars <u>ninety-two</u> Cents per SY	\$ <u>1.92</u>
145.	Edge Key for <u>G.S.</u> <u>Six</u> Dollars <u>fifty</u> Cents per LF	\$ <u>6.50⁰⁰ G.S.</u>
146.	Pipe Plugging for Pipes less than or equal to 24" for <u>Seven hundred fifty</u> Dollars <u>zero</u> Cents per EA	\$ <u>750⁰⁰</u>
147.	Pipe Plugging for Pipes 30" - 48" for <u>Nine hundred</u> Dollars <u>zero</u> Cents per EA	\$ <u>900⁰⁰</u>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
148.	Flowable Fill for <i>One hundred thirty two</i> _____ Dollars <i>zero</i> _____ Cents per CY	\$ <i>132.00</i>
149.	Fiber Reinforced PCC Pavement for <i>No bid</i> _____ Dollars _____ Cents per CY	\$ <i>No bid</i>
150.	Single Block Masonry Retaining Wall for <i>No bid</i> _____ Dollars _____ Cents per SF	\$ <i>No bid</i>
151.	Erosion Control Blanket: Degradable Erosion Control Mat for <i>One</i> _____ Dollars <i>twenty</i> _____ Cents per SY	\$ <i>1.20</i>
152.	Erosion Control Blanket: Turf Reinforcement Mat for <i>five</i> _____ Dollars <i>seventy-five</i> _____ Cents per SY	\$ <i>5.75</i>
153.	Project Sign for <i>Seven hundred fifty</i> _____ Dollars <i>zero</i> _____ Cents per EA	\$ <i>750.00</i>
154.	Steel W Beam Guardrail and End Treatments for <i>No bid</i> _____ Dollars _____ Cents per LF	\$ <i>No bid</i>
155.	Articulating Concrete Block for <i>No bid</i> _____ Dollars _____ Cents per SY	\$ <i>No bid</i>
156.	Reinforced Concrete Pipe Crack Repairs & Manhole Rehabilitation for <i>No bid</i> _____ Dollars _____ Cents per LF	\$ <i>No bid</i>

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
157.	Sawcutting for <div style="display: flex; justify-content: space-between;"> Three _____ Dollars </div> <div style="display: flex; justify-content: space-between;"> zero _____ Cents per LF </div>	\$ 3 ⁰⁰
158.	Precast Reinforced Concrete Box Culvert (3' X 2') for <div style="display: flex; justify-content: space-between;"> No bid _____ Dollars </div> <div style="display: flex; justify-content: space-between;"> _____ Cents per LF </div>	\$ No bid N
159.	Precast Reinforced Concrete Box Culvert (3' X 3') for <div style="display: flex; justify-content: space-between;"> No bid _____ Dollars </div> <div style="display: flex; justify-content: space-between;"> _____ Cents per LF </div>	\$ No bid
160.	Precast Reinforced Concrete Box Culvert (4' X 2') for <div style="display: flex; justify-content: space-between;"> Four hundred thirty five _____ Dollars </div> <div style="display: flex; justify-content: space-between;"> NO _____ Cents per LF </div>	\$ 435 ⁰⁰
161.	Precast Reinforced Concrete Box Culvert (4' X 3') for <div style="display: flex; justify-content: space-between;"> Five hundred fifteen _____ Dollars </div> <div style="display: flex; justify-content: space-between;"> zero _____ Cents per LF </div>	\$ 515 ⁰⁰
162.	Detectable Warning Surface Tile-Overlay for <div style="display: flex; justify-content: space-between;"> Seventy-five _____ Dollars </div> <div style="display: flex; justify-content: space-between;"> zero _____ Cents per SF </div>	\$ 75 ⁰⁰
163.	Detectable Warning Surface Tile-Imbedded Installation for <div style="display: flex; justify-content: space-between;"> Sixty _____ Dollars </div> <div style="display: flex; justify-content: space-between;"> zero _____ Cents per SF </div>	\$ 60 ⁰⁰
164.	Bulb-out: Gutter Cover for <div style="display: flex; justify-content: space-between;"> No bid _____ Dollars </div> <div style="display: flex; justify-content: space-between;"> _____ Cents per LF </div>	\$ No bid
165.	Bulb-out: Asphalt Repair for <div style="display: flex; justify-content: space-between;"> No bid _____ Dollars </div> <div style="display: flex; justify-content: space-between;"> _____ Cents per SF </div>	\$ No bid

Item No.	Item Description With Unit of Measurement and Unit Bid Price Written In Words	Unit Price
166.	Grader with Operator for <u>One hundred seventy</u> _____ Dollars <u>zero</u> _____ Cents per HR	\$ <u>170⁰⁰</u>
167.	Roller with Compactor for <u>Twenty-four</u> _____ Dollars <u>zero</u> _____ Cents per HR	\$ <u>94⁰⁰</u>
168.	Topsoil Placement for <u>Twenty-six</u> _____ Dollars <u>zero</u> _____ Cents per CY	\$ <u>26⁰⁰</u>

^{0.5} 2.5%	Payment and Performance Bond Cost for Projects over \$50,000. Two <u>Two and one half</u> Per cent of Total Project Cost* <u>percent</u>	^{0.5} <u>2.5</u> %
	* See Special Conditions, Section 6, Payment for Cost of P&P Bonds...	
	Unspecified, Incidental Materials at Cost Plus 15% Overhead and Profit (To be submitted as Contract progresses and as needed) Check if interested	_____
	Unspecified, Incidental Labor at Direct Wages Plus Certified Overhead Plus 15% Profit (To be submitted as Contract progresses and as needed) Check if interested	_____
	Minimum Project Total For Which Contractor will consider the project. (See Special Conditions, Section 3, Contractors Performance)	\$ <u>5000-</u>

Mobilization, Traffic Control, Construction Staking and E&S Permitting will be paid on a sliding percentage scale for increments of the final price for Work, per the table below.

(For example, if the final total of Bid Item Prices for the work is \$24,000, Mobilization would be (\$10,000 X 15%) plus (\$10,000 X 10%) plus (\$4,000 X 5%) = \$2,700)

No additional compensation will be paid beyond a contract price of \$100,000. For example, the mobilization cost for a \$100,000 price of work will be identical to that for a \$110,000 price of work.

Applicability of Traffic Control, Construction Staking and E&S Permitting will be agreed upon individually for each Purchase Order.

Table of Incremental Costs for Mobilization and Additional Services

Increment Price for Work	(a) Mobilization Cost %	(b) Traffic Control Cost %	(c) Construction Staking Cost %	(d) SWPP Etc. Cost %
\$0 - 10,000	15.0	7.5	7.5	5.0
\$10,000 - 20,000	10.0	4.5	4.5	0.5
\$20,000 - 30,000	5.0	3.0	3.0	0.5
\$30,000 - 50,000	5.0	2.5	2.5	0.5
\$50,000 - 75,000	5.0	2.5	2.5	0.5
\$75,000 - 100,000	4.0	2.0	2.0	0.5

Submitted by:

ASL EXCAVATING INC.
P.O. Box 321
Flemingsburg, KY 41041
606-849-4511

Firm

Address

City, State & Zip

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

Gary Shannon President
Signature of Authorized Company Representative – Title

Gary Shannon
Representative's Name (Typed or Printed)

606-849-4511
Area Code – Phone – Extension

606-849-3264
Fax #

aslexcavating@windstream.net
E-Mail Address

OFFICIAL ADDRESS:

ASL EXCAVATING INC.
P.O. Box 321
Flemingsburg, KY 41041
606-849-4511

(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: ASL Excavating Inc.
2. Permanent Place of Business: 1692 Mockingbird Hill, Flemingsburg KY
3. When Organized: July 1996
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:
See attached listing

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

Great American Insurance Company (Surety)

Signed: Susan A. Yeazell (Representative of Surety)
Susan A. Yeazell, Attorney-in-Fact

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

**ASL EXCAVATING INC.
r EQUIPMENT LIST**

1	CAT D7H DOZER	S/N 79Z01939
2	Daewoo 255 Excavator	S/N 1440
3	CAT 973 TRACK LOADER - 1984	S/N 86G00174
4	Cat D8R Dozer	S/N 6YZ00637
5	CASE 1150D DOZER	S/N 22222
6	Cat 315 Excavator	S/N CJC00188
7	CAT IT28E INTEGRATED TOOL CARRIER	S/N 1HF01844
8	CAT D5H DOZER - 1986	S/N 3MD495
9	CASE 580SL BACKHOE	S/N JJG0266688
10	1984 Cat Scraper 621B	S/N 45P03604
11	1984 MACK TRACTOR	VIN 1M2V121Y8EM001413
12	2002 TALBERT LOWBOY TRAILER	S/N 4310
13	BLUEGRASS UTILITY TRAILER 7000 GVW	S/N 0099000000102570
14	1982 MACK DUMP TRUCK-TANDEM	VIN 1M2120C4CA050860
15	IR SD77DX Vib Roller	S/N 17717
16	1985 FORD GREASE TRUCK	VIN 1FDNR70U1FVA52008
17	1985 AUTOCAR TANDEM DUMP TRUCK	VIN WBUCCJ4FU097310
18	Terex 140 Excavator	S/N LLU1928
19	CAT 621B SCRAPER	S/N 45P3408
20	CAT 627 SCRAPER	S/N 54K826
21	CAT 627 SCRAPER	S/N 68M665
22	CAT 621 SCRAPER	S/N 23H2164
23	CAT 621 SCRAPER - 1968	S/N 23H1069
24	CAT 621 SCRAPER - 1970	S/N 23H3307
25	IR SD105 Vib Roller	S/N SD105DX
26	DAEWOO SL330-III EXCAVATOR-1999	S/N 0440
27	KOMATSU PC150LC6 EXCAVATOR	S/N K30760
28	CAT 613 SCRAPER	S/N 38W07670
29	PULL BEHIND ROLLER	
30	CAT 621B SCRAPER	S/N 45P3375
31	2005 Kenworth Tractor	VIN 1XKWDB0X75J117085
32	Takeuchi Skidsteer TL230	S/N 223000306
33	Case 1150H Dozer	S/N CAL 001132
34	2006 Mechanic's truck F650	VIN 3FRWF65Q16V295114
35	1991 Mack CH12 Single axle Dump truck	MW002808
36	1984 Cat Scraper 621B	S/N 45P03637

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Previous LFUCG contracts		\$ 6000 +
KYTC projects	state wide	90,000 +
various projects	state wide, for East Ky Power	15,000 +

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Fleming 14-4110	Ky 57, Flemingsburg Ky	430,946.37
Meade 14-1213	Ky 933 E. Berryman Rd Connector	345,250.56
Woodford 13-1222	Ky 169 Pinckard Ave	1,244,874.16

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>
Henry Cropper	Supervisor	16 yrs.
Larry Leadingham	Supervisor	18 yrs.

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
<u>N H Stone</u>	<u>Elerning 14-4110</u>	<u>✓</u>	<u>12.95</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

(USE ADDITIONAL SHEETS IF NECESSARY)

6. **LIST OF PROPOSED SUBCONTRACTORS**

See note in Part II.20, Information for Bidders regarding UPC bidding.

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>Asphalt</u>	Name: <u>ATS Construction</u>	<u>No</u>	_____
	Address: <u>3009 Atkinson Ave Suite 400</u> <u>Lexington, KY 40509</u>		
2. <u>Staking</u>	Name: <u>Allen Engineering Inc</u>	<u>Yes</u>	_____
	Address: <u>2509 Lenlake Court</u> <u>Lexington, KY 40513</u>		
3. <u>Seeding & guardrail</u>	Name: <u>JAG Inc</u>	<u>Yes</u>	_____
	Address: <u>657 Bayswater Way</u> <u>Lexington KY</u>		
4. <u>Water line & sewer relocation</u>	Name: <u>Thompson Brothers</u>	<u>No</u>	_____
	Address: <u>3691 Rongis Mill Rd</u> <u>Hillsboro KY 40193</u>		
5. _____	Name: _____	_____	_____
	Address: _____ _____		

(Attach additional sheet(s) if necessary.)



7. **LFUCG MBE/WBE PARTICIPATION FORM**

See note in Part II.20, Information for Bidders regarding UPC bidding.

Bid/RFP/Quote Reference # 107-2014

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. JAG Inc 657 Bayswater Way Lexington KY 40503 859-523-7507	Seeding guardrail	Various As needed	As needed
2. Allen Engineering Inc 2509 Lenlake Court Lexington KY 40513 859-229-7362	staking misc concrete	As needed	As needed
3.			
4.			

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

ASL Excavating Inc
Company

Gary Shannon
Company Representative

8/22/14
Date

President
Title



8. LFUCG MBE/WBE SUBSTITUTION FORM

See note in Part II.20, Information for Bidders regarding UPC bidding.

Bid/RFP/Quote Reference # 107-2014 None at this time

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

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

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

ASL Excavating Inc.
Company

Gary Shannon
Company Representative

8/22/14
Date

President
Title



9. **MBE/WBE QUOTE SUMMARY FORM**

See note in Part II.20, Information for Bidders regarding UPC bidding.

Bid/RFP/Quote Reference # 107-2014

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

Company Name <u>ASL Excavating Inc</u>	Contact Person <u>Gary Shannon</u>
Address/Phone/Email <u>PO Box 321 Flemingsburg KY 4041</u> <u>606.849.4511 aslexcavating@windstream.net</u>	Bid Package / Bid Date <u>107-2014</u> <u>8/25/14</u>

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
<u>Allen Engineering</u>	<u>Lilli Allen</u>	<u>859-229-7362</u>	<u>8/21/14</u>	<u>staking</u>	<u>phone</u>	<u>As needed</u>	<u>Female</u>
<u>JAG INC</u>	<u>Gina Ruth</u>	<u>859-229-523-7307</u>	<u>8/21/14</u>	<u>seeding fencing</u>	<u>phone</u>	<u>As needed</u>	<u>Female</u>

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

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

ASL Excavating Inc
Company

Gary Shannon
Company Representative

8/22/14
Date

President
Title



10. LFUCG MBE/WBE SUBCONTRACTOR MONTHLY PAYMENT REPORT

See note in Part II.20, Information for Bidders regarding UPC bidding.

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

Bid/RFP/Quote # 107-2014
 Total Contract Amount Awarded to Prime Contractor for this Project As Needed

Project Name/ Contract # <u>LFUCG unit Price contract</u>	Work Period/ From: _____ To: _____
Company Name: <u>A SL Excavating Inc</u>	Address: <u>PO Box 321 Flemingsburg KY 41041</u>
Federal Tax ID: <u>61-1306961</u>	Contact Person: <u>Gary Shannon</u>

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

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

A SL Excavating Inc
 Company

Gary Shannon
 Company Representative

8/20/14
 Date

President
 Title

13. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Gary Sheenan

POSITION/TITLE: President / Estimator

STATEMENT OF EXPERIENCE: Started ASL in 1996 - serves as president & estimator since conception. Previous ^{field} experience with Sheenan & Hurd Construction for 20+ years.

NAME OF INDIVIDUAL: Steve Allen

POSITION/TITLE: Vice President / Field Supervisor

STATEMENT OF EXPERIENCE: Owner / Operator of Allen's Dozer Service since early 1980's. He has been field supervisor / dozer operator for ASL since 1996.

NAME OF INDIVIDUAL: Larry Leadingham

POSITION/TITLE: Corporate Secretary / Field Supervisor

STATEMENT OF EXPERIENCE: He has 20+ years experience in highway construction. He has been with ASL since 1998 serving as field supervisor

NAME OF INDIVIDUAL: Henry Cropper

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: He has been with ASL since 1998
as a field supervisor. He has over 30 yrs. experience in
grade and drain.

NAME OF INDIVIDUAL: Georgia Cropper

POSITION/TITLE: Office Manager

STATEMENT OF EXPERIENCE: She has taken care of office
since conception of company since 1996 in A/P/A/R/
Job costing, Payroll, Accounting, etc.

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.)



11. **LFUCG STATEMENT OF GOOD FAITH EFFORTS**

See note in Part II.20, Information for Bidders regarding UPC bidding.

Bid/RFP/Quote # 107-2014

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

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

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

ASL Excavating Inc
Company

✓ Gary Shannon
Company Representative

8/22/14
Date

President
Title

12. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST

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

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

ASL Excavating Inc
Company

Gary Shannon
Company Representative

8/22/14
Date

President
Title

14. 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:


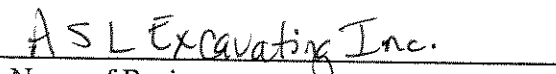
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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 _____ 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.

15. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of ASL Excavating Inc

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.

16. WORKFORCE ANALYSIS FORM

Name of Organization: ASL Excavating, Inc. Date: 8 / 22 / 14

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators									
Professionals									
Superintendents	1	1						1	
Supervisors	3	3						3	
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	1		1						1
Skilled Craft	14	14						14	
Service/Maintenance									
Total:	19	18	1					18	1

Prepared By: Georgi Cropper

17. EVIDENCE OF INSURABILITY

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

Names Insured: ASL Excavating Inc Employee ID: _____
 Address: P.O. Box 321 Flemingsburg Ky 40441 Phone: 606-849-4511
 Project to be insured: LFCKC Unit Price Contract

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 ea. occ. \$2,000,000 agg*	Secura	000483	A
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$1,000,000 ea. occ. *	Secura	000483	A
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$1,000,000 EL	Ky Employers Mutual	011781	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: Assured Neace Lukens Name of Authorized Representative: DAVID KENRICK
UMBRELLA
 Street Address: 2416 Sir Barton Way Ste. 300 Title: Vice President
 City: Lexington State: Ky. Zip: 40509
 Telephone Number: 859-543-1716 Authorized Signature: [Signature]
 Date: 8/2/14

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.

19. 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: ASL Excavating Inc

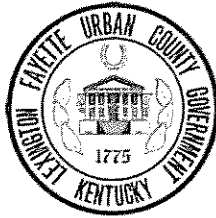
Project: 2014 Construction Unit Price Contract

Printed Name and Title of Authorized Representative: Gary Shannon, President

Signature: ✓ Gary Shannon

Date: 8/22/14

END OF SECTION



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: #**107-2014**

Date: August 6, 2014

Subject: Construction Unit Price Contract

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

Revising bid due date on Economic Engine only; the correct date is Monday, August 25th, as on the bid documents and on the Lynn Imaging website.

Todd Slatin, Director
Division of Central Purchasing

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

AS L EXCAVATING INC.
P.O. Box 321
Flemingsburg, KY 41041
606-849-4511

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: ✓ Gary Shannon