

# AIA Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Straight Edge Construction, LLC  
75 Salem Ridge Road  
Brooksville, KY 41004

### SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company  
301 E. 4th Street  
Cincinnati, OH 45202

### OWNER:

(Name, legal status and address) Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

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.

**BOND AMOUNT:** Five Percent of the Amount Bid

( \$ 5% of Bid )

### PROJECT:

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

Old Todd's Road Sidewalk Project - Section I, Lexington, KY

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 20th day of February 2020

Straight Edge Construction, LLC

(Principal)

(Seal)

(Witness)

(Title)

Great American Insurance Company

(Surety)

(Witness)

(Title)

Leigh McCarroll  
Attorney-in-Fact

Init.

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# GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21074

## POWER OF ATTORNEY

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

Name	Address	Limit of Power
DEBORAH NEICHTER	ALL OF	ALL
JILL KEMP	LOUISVILLE, KENTUCKY	\$100,000,000
BARBARA DUNCAN		
MARK A. GUIDRY		
SANDRA L. FUSINETTI		
LYNNETTE LONG		
SHERYON QUINN		
THERESA PICKERRELL		
AMY BOWERS		
MARGIE M. LOWRY		
LEIGH MCCARTHY		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11TH day of DECEMBER 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



*Steph C. B.*  
Assistant Secretary

*Mark Vicario*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 11TH day of DECEMBER

2019

MARK VICARIO (877-877-2406)

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



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 06-14-2020

*Susan A. Kohorst*

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

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

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

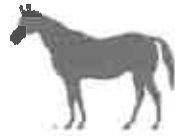
## CERTIFICATION

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

Signed and sealed this 20th day of February, 2020.



*Steph C. B.*  
Assistant Secretary



**LEXINGTON**

**Lexington-Fayette Urban County Government  
Division of Engineering**

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**Old Todds Road Sidewalk Project  
(Section I)**

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**TAP-4003-018**

**KYTC Item No.: 07-03221**

**PART III**

**Invitation to Bid No. 19-2020**

**Old Todds Rd. Sidewalk Project**  
**(Section I)**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 2-20-2020

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

This Proposal Submitted by Straight Edge Construction LLC  
75 Salem Ridge Rd, Backsutt, KY  
(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **Old Todds Rd. Sidewalk Project (Section I)** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract as to be specified in the Notice to Proceed and to fully complete the project within **ninety (90) consecutive calendar days** thereafter. BIDDER further agrees to pay liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date ~~None~~ None  
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 Straight Edge Construction LLC

Date 2-20-2020

\* 1. A corporation duly organized and doing business under the laws of the State of KY for whom Jon Acy bearing the official title of owner 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**

**ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**

Affidavit Effective Date: 1-1-2020  
Affidavit Expiration Date: 12-31-2020  
Maximum Length One-Year           

**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. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

  
Signature

Jon Ray  
Printed Name

Owner  
Title


2-20-2020  
Date

Company Name Straight Edge Construction  
Address 75 Salem Ridge Road  
Brooksville, KY 41004  
(606) 782-1737

Subscribed and sworn to before me by Jon Ray  
(Alliant)

Owner  
(Title)

of Straight Edge Construction LLC this 20 day of Feb, 2020.  
(Company Name)

  
Notary Public  
[seal of notary]

My commission expires: 10-16-2020

**BIDDERS AFFIDAVIT (LFUCG)**

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

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

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

of Straight Edge Construction LLC this 20 day of Feb, 2020.  
(Company Name)

Notary Public  
[seal of notary]

My commission expires: 10-2-20

#### **4. BID SCHEDULE – SCHEDULE OF VALUES**

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

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG's decision on the bid amount is final.

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or "or equal" items.

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

#### **Payment:**

Accepted quantities for Work shall be paid for at their respective Contract "Unit Price" as quoted (which shall be for all Work required under this Section) and paid per "Unit To Bid On" of specified "Description" satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the Work.

#### **Digital Bid Submittals:**

Bidders are required to print and submit a digital version of the Unit Prices and Total Amount Bid. Page P-10 must be fully executed and submitted with printed spreadsheet. Bidders will also be required to submit a digital version of the Unit Prices and Total Amount Bid. The excel spreadsheet is available through the LFUCG's Ionwave website (<https://lexingtonky.ionwave.net>). If there is a discrepancy between the digital and written versions, then the written version shall prevail.

Project: Old Todds Rd. Sidewalk (Section I)

Bid Date: 2/20/2020 @ 2 PM

Bld# 19-2020

Contractor: Straight Edge Construction LLC

Item No.	Item	Unit	Spec Sec.	Quantity	Unit Price	Total Price
1	Construction Staking	LS	1	1	1500	1,500.00
2	Clearing and Grubbing	LS	2	1	4650	4,650.00
3	Excavation and Placement	CY	3	290	35	10,150.00
4	Remove Curb	LF	6	25	5.00	125.00
5	Remove Inlet Structure	EA	6	1	500.00	500.00
6	Remove Pipe	LF	6	55	8.00	440.00
7	Remove Sidewalk, Entrance Pavement	SY	6	10	7.00	70.00
8	Remove Bituminous Concrete Pavement	SY	6	123	7.00	861.00
9	Dense Graded Aggregate	TN	8	130	30.00	3,900.00
10	Crushed Stone (No. 57's)	TN	9	215	30.00	6,450.00
11	4.5" Concrete Sidewalk	SY	12	900	80.00	72,000.00
12	6" Concrete Entrance	SY	13	31	84.00	2,604.00
13	Sidewalk Ramps	SY	14	35	85.00	2,975.00
14	Curb and Gutter Type 1	LF	15	517	44.00	22,748.00
15	Header Curb	LF	15	70	40.00	2,800.00
16	Class 2 0.75DD Bituminous Base	TN	17	68	130.00	8,840.00
17	Class 2 0.38D Bituminous Surface	TN	18	35	165.00	5,775.00
18	KYTC Curb Box Inlet Type A	EA	21	1	4,500.00	4,500.00
19	KYTC Drop Box Inlet Type 14	EA	21	1	2,500.00	2,500.00
20	KYTC Drop Box Inlet Type 15	EA	21	2	2,500.00	5,000.00
21	Pipe Tie-in to Drainage Structure	EA	24	3	500.00	1,500.00
22	Storm Sewer Pipe - 15"	LF	25	24	110.00	2,640.00
23	Storm Sewer Pipe - 18"	LF	25	55	115.00	6,325.00
24	Cap Drop Box Inlet	EA	70	2	300.00	600.00
25	Seeding and Protectoin	SY	31	4039	2.00	8,078.00
26	Erosion and Sediment Control	LS	41	1	500.00	500.00
27	Geotextile Type III	SY	42	930	1.00	930.00
28	Geotextile Type IV	SY	42	40	1.25	50.00
29	Edge Key	LF	43	517	4.00	2,068.00
30	Erosion Control Blanket	SY	48	294	3.50	1,029.00
31	Turf Reinforcement Mat	SY	48	645	7.00	4,515.00
32	Detectable Warning-Imbedded (installation only)	SF	55	105	5.00	525.00
33	Thermo Pavement Striping (12" Width)	LF	58	288	15.00	4,320.00
34	Maintenance of Traffic	LS	B	1	1,000.00	1,000.00
35	Mobilization (Max. 5%)	LS	A	1	9,600.00	9,660.00
36	Demobilization (Min. 1.5%)	LS	A	1	3,500.00	3,500.00
37	Bonds	LS	SC 7	1	6,200.00	6,200.00
						211,828.00

TOTAL OF BASE BID PRICES FOR Old Todds Rd. Sidewalk Project (Section I) (Items 1 through 37) in figures.

two hundred & eleven thousand, eight hundred & twenty-eight dollars  
& zero cents (\$ 211,828 )

Submitted by:

Straight Edge Construction LLC  
Firm

75 Salem Ridge Rd  
Address

Brooksville KY 41004  
City, State & Zip

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

  
Signature of Authorized Company Representative - Title

Jen Ray  
Representative/s Name (Typed or Printed)

(606) 782 1737  
Area Code - Phone - Fax #

straightedgeconstruction07@yahoo.com  
E-Mail Address

**OFFICIAL ADDRESS:**

75 Salem Ridge Rd  
Brooksville KY 41004

\_\_\_\_\_  
(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: Straight Edge Construction LLC
2. Permanent Place of Business: 75 Salem Ridge Rd, Brooksville KY
3. When Organized: 2010
4. Where Incorporated: KY
5. Construction Plant and Equipment Available for this Project:

See Attachment

(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:

Smith Manus

(Surety)

Signed: Tom Smith

(Representative of Surety)

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

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

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Pkline St Sidewalk</u>	<u>Elsmere KY</u>	<u>\$141,000</u>

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>
<u>Jon Roy</u>	<u>owner, foreman</u>	<u>10</u>

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>
<i>None @ this time</i>			

(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:

Straight Edge Construction LLC  
(Name of Contracting Firm)

BY: 

TITLE: owner

DATE 7-20-2020, 2014

Item No.	Item	Unit	Spec Sec.	Quantity	Unit Price	Total Price
1	Construction Staking	LS	1	1		
2	Clearing and Grubbing	LS	2	1		
3	Excavation and Placement	CY	3	290		
4	Remove Curb	LF	6	25		
5	Remove Inlet Structure	EA	6	1		
6	Remove Pipe	LF	6	55		
7	Remove Sidewalk, Entrance Pavement	SY	6	10		
8	Remove Bituminous Concrete Pavement	SY	6	123		
9	Dense Graded Aggregate	TN	8	130		
10	Crushed Stone (No. 57's)	TN	9	215		
11	4.5" Concrete Sidewalk	SY	12	900		
12	6" Concrete Entrance	SY	13	31		
13	Sidewalk Ramps	SY	14	35		
14	Curb and Gutter Type 1	LF	15	517		
15	Header Curb	LF	15	70		
16	Class 2 0.75DD Bituminous Base	TN	17	68		
17	Class 2 0.38D Bituminous Surface	TN	18	35		
18	KYTC Curb Box Inlet Type A	EA	21	1		
19	KYTC Drop Box Inlet Type 14	EA	21	1		
20	KYTC Drop Box Inlet Type 15	EA	21	2		
21	Pipe Tie-In to Drainage Structure	EA	24	3		
22	Storm Sewer Pipe (HDPB or PP) - 15"	LF	25	24		
23	Storm Sewer Pipe (HDPB or PP) - 18"	LF	25	55		
24	Cap Drop Box Inlet	EA	70	2		
25	Seeding and Protection	SY	31	4039		
26	Erosion and Sediment Control	LS	41	1		
27	Geotextile Type III	SY	42	930		
28	Geotextile Type IV	SY	42	40		
29	Edge Key	LF	43	517		
30	Erosion Control Blanket	SY	48	294		
31	Turf Reinforcement Mat	SY	48	645		
32	Detectable Warning - Imbedded (installation only)	SF	55	105		
33	Thermo Pavement Striping (12" Width)	LF	58	288		
34	Maintenance of Traffic	LS	B	1		
35	Mobilization (Max. 5%)	LS	A	1		
36	Demobilization (Min. 1.5%)	LS	A	1		
37	Bonds	LS	SC-7	1		

**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</u> <u>EACH MAJOR ITEM</u> Such as: Concrete, bituminous paving, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of</u> <u>Work</u>
1. <u>seeding</u>	Name: <u>NWK Construction</u> Address: <u>Hannotsburg, KY</u>	<u>Y</u>	<u>5.5%</u>
2. <u>striping</u>	Name: <u>Striping Solutions LLC</u> Address: <u>Unionburg, KY</u>	<u>Y</u>	<u>1.7%</u>
3. <u>Asphalt</u>	Name: <u>Co R Asphalt</u> Address: <u>Lexington KY</u>	<u>N</u>	<u>3.3</u>
4. _____	Name: _____ Address: _____	_____	_____
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>IMP Re-Lend</u>
2. Asphalt Supplier	<u>ATS</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. *NW K Construction*
2. *Shipping Solutions*
- 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. *IME*
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

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

## **9. CERTIFICATION FOR FEDERAL-AID CONTRACT**

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

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

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

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

*Straight Edge Contract LLC*

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

*Don Ray*

(Printed Name of officer signing certification)

*owner*

(Title)

(Signature)

(Date)

*2-10-2020*

# **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 OWAY, hereby certifies that he/she Jon Ray, 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.

***Straight Edge Construction  
75 Salem Ridge Road  
Brooksville, KY 41004***

(606) 782-1737  
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Jon Ray OWAY  
(Name of Officer or Authorized Agent) (Title)

 2-20-2020  
(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: TAP 4003-018

I, Jon Ray, owner  
(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,

***Straight Edge Construction***  
***75 Salem Ridge Road***

***Brooksville, KY 41004***  
***(606) 782-1737***  
(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: ***Straight Edge Construction***  
***75 Salem Ridge Road***  
***Brooksville, KY 41004***

***(606) 782-1737***  
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Jon Ray owner  
(Name of Officer or Authorized Agent) (Title)

[Signature] 2-20-2020  
(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 4% 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 7.2 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."

***Straight Edge Construction  
75 Salem Ridge Road  
Brooksville, KY 41004  
(606) 782-1737***

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

<u>Jon Ray</u>	<u>owner</u>
(Name of Officer or Authorized Agent)	(Title)
<u></u>	<u>7-20-2020</u>
(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 by the Kentucky Transportation Cabinet is a 4 percent (4%) goal of the total value of the contract.

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

##### **OBLIGATION OF CONTRACTORS**

If a formal goal has not been designated for the contract, all contractors are expected to meet LFUCG 4% 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 7.2 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 5 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 6<sup>th</sup> Floor  
West 200 Mero Street Frankfort, KY 40622**

**DEFAULT OR DECERTIFICATION OF THE DBE**

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

**END OF SECTION**

14. NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO: TAP 4003-018

I, Jon Ray, OWNER,  
(Name of officer or Authorized Agent) (Title)

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

***Straight Edge Construction***  
***75 Salem Ridge Road***

***Brooksville, FL 31004***  
***(606) 782-1737***  
(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.

Jon Ray OWNER  
(Name of Officer or Authorized Agent) (Title)

 2-24-2020  
(Signature) (Date)

**15. STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: Jon Ray

POSITION/TITLE: owner / superintendent, for non

STATEMENT OF EXPERIENCE: see attached

NAME OF INDIVIDUAL: Hannah Ray

POSITION/TITLE: office manager

STATEMENT OF EXPERIENCE: she has ran our office  
for the last 10 years.

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

**Straight Edge Construction**  
**75 Salem Ridge Road**  
**Brooksville, KY 41004**  
Name of Business  
**(606) 782-1737**

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**

***Straight Edge Construction  
75 Salem Ridge Road  
Brooksville, KY 41004  
(606) 782-1737***

It is the policy of \_\_\_\_\_  
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.

Jon Ray has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Officer may be reached by calling (606) 782 1737

Signature: \_\_\_\_\_

(Bidding Contractor)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**18. WORKFORCE ANALYSIS FORM**

Name of Organization: Streight Edge Construction LLC

Date: 2 1 20 2020

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators									
Professionals									
Superintendents	1	1							
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	1		1						
Skilled Craft	4	4	0						
Service/Maintenance									
Total:									

Prepared By: Jon Ray

# 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: Straight Edge Construction LLC Employee ID: \_\_\_\_\_  
Address: 75 Selton Ridge Rd Buckhault KY Phone: \_\_\_\_\_  
Project to be insured: Old Todd's Rd Sidewalk

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ <u>2,000,000</u>	<u>State Auto</u>	<u>25135</u>	<u>1</u>
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	\$ <u>2,000,000</u>	<u>State Auto</u>	<u>25135</u>	
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w/endorsement as noted	\$ <u>1,000,000</u>	<u>Summit</u>	<u>10335</u>	

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.

Assured Partners  
Agency or Brokerage  
179 Fairfield Ave  
Street Address  
Bellvue KY  
City State Zip  
859 501 2008  
Telephone Number

James B Downing  
Name of Authorized Representative  
Agent  
Title  
James B Downing  
Authorized signature  
2-20-2020  
Date

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

20. **DEBARRED FIRMS**

PROJECT NAME: OW Todd, Rd Sidewalk

BID NUMBER: 19-2020

**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 Straight Edge Construction 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.

***Straight Edge Construction  
75 Salem Ridge Road  
Brooksville, KY 41004***

(606) 782-1737  
Name of Firm Submitting Bid

  
Signature of Authorized Official

Owner  
Title

2-20-2020  
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.

***Straight Edge Construction***  
***75 Salem Ridge Road***  
Firm Name: ***Brooksville, KY 41004***  
***(606) 782-1737***

Project: ***Old Tads Rd Sidway K***

Printed Name and Title of Authorized Representative: ***Jon Ray owner***

Signature: ***[Signature]***

Date: ***2-20-2020***

**22. PROVISIONS RELATIVE TO SENATE BILL 45A-485**

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

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

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

NA

**23. EXECUTIVE BRANCH CODE OF ETHICS**

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

KRS 11A.040 (7) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, for a period of one (1) year after the latter of:

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.

  
\_\_\_\_\_  
Signature of Authorized Official

*Owner*  
\_\_\_\_\_  
Title

*2-20-2020*  
\_\_\_\_\_  
Date

20. DEBARRED FIRMS

PROJECT NAME: Old Todd Rd Sidewalk  
BID NUMBER: 19-2020

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY**

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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 Straight Edge Construction 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.

***Straight Edge Construction  
75 Salem Ridge Road  
Brooksville, KY 41004***

(606) 782-1737  
Name of Firm Submitting Bid

  
Signature of Authorized Official

Owner  
Title

2-20-2020  
Date

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- 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.

*Straight Edge Construction*  
*75 Salem Ridge Road*  
Firm Name: *Brooksville, KY 41004*  
*(606) 782-1737*

Project: *Old Todd's Rd Sidewalk*

Printed Name and Title of Authorized Representative:

*Jim Ray owner*

Signature:

*[Signature]*

Date:

*2-20-2020*

**22. PROVISIONS RELATIVE TO SENATE BILL 45A-485**

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.

  
\_\_\_\_\_  
Signature of Authorized Official

*owner*  
\_\_\_\_\_  
Title

*2-20-2020*  
\_\_\_\_\_  
Date

4397 Perkins Ridge Rd.  
Brooksville, KY 41004  
(606) 782-1737

# **Jonathan Ray**

---

**Objective** To build Straight Edge Construction into a leading construction firm in the Northern KY area.

**Experience** March 2010 – Present      Straight Edge Construction      Brooksville, KY  
**Co – Owner**

- Daily supervision of a construction company.
- Estimate and project manage construction jobs.

August 2006 – March 2010      Larry Smith Contractors Cleves, OH  
**Lead Man**

- Installed various types of waterlines.
- Assisted with daily supervision of pipe crew.
- Daily maintenance of equipment.
- Operated various construction equipment.

May 2005- August 2006 Reynolds INC      Orleans, IN  
**Forman**

- Daily supervision of main line sewer crew.
- Installed municipal mainline sanitary sewer replacement.
- Experience in deep sewer shaft excavation.
- Experience in large diameter water main
- Operated various construction equipment.
- In house competent person training, confined space training, and hydraulic crane certification.

July 2003- September 2004      Bray- Arnsperger Excavating      Alexandria, KY  
**Laborer**

- Installed water, storm, and sanitary sewer lines for site development.
- Site development work- grading of parking lots and building pads.

**Education** 1999-2001      Maysville Community College      Maysville, KY  
**Industrial Engineering Technology**

- Associate Degree, June 2001
- GPA – 3.76

**References** Available upon request.





### **Experience Statement:**

Listed below is a history of the major projects that we have completed over the last 9 years. Along with each job is the contact information.

- Brooksville, KY Sidewalks: \$70,000, September 09. \$45,000, September 2010  
Craig Hester (606)735-2501  
500' curb and gutter, sidewalk, 250' 4' retaining wall, and 500 SQFT concrete roadway. **Prime**
- Augusta Ferry Authority: \$20,000, April 2010  
Skip Miller (606)756-2151  
1400 SQFT of concrete roadway, 10" thick for ferry ramp. **Prime**
- Hebron Sidewalks Phase II, \$297,000, May 2010  
Ben Brandstetter (513) 335-0155  
Brandstetter Carroll INC, Boone Co Fiscal Court  
2500' of curb and gutter and 1000' of storm sewer. **Prime**
- Hebron Sidewalks Phase I, \$233,000, September 2010  
Ben Brandstetter (513) 335-0155  
Brandstetter Carroll INC, Boone Co Fiscal Court  
2000' of curb and gutter, sidewalk and 800' of storm sewer. **Sub**
- Old 19 Retaining wall, \$10,000, April 2011  
Earl Bush ( 606) 735-2300  
Bracken Co Fiscal Court  
48' of 7' tall 12" thick retaining wall in a creek. **Prime**
- Snag Creek Retaining Walls, \$14,800, April 2011  
Earl Bush (606)735-2300  
Bracken Co Fiscal Court  
81' of 6' tall 12" thick retaining wall in a creek. **Prime**

- Old Dover Rd Box Culvert, \$72,500, May 2011  
Earl Bush (606)735-2300  
Bracken Co Fiscal Court  
24' x 16' wide 3 sided box culvert with concrete deck, asphalt aprons, and guardrails. **Sub**
- Silver Grove Streetscape, \$36,000, June 2011  
Brock McKay (859)727-3293  
Viox and Viox, City of Silver Grove, KY  
500' of integral curb and sidewalk, 2 catch basins. **Prime**
- Ludlow Streetscape Phase II, \$315,000, July 2011  
Ben Brandstetter, (513) 335-0155  
City of Ludlow KY  
1000' of sidewalks with brick pavers, lighting and trees. **Prime**
- Hillsdale Rd retaining walls, \$25,300, October 2011  
Earl Bush (606)735-2300  
Bracken Co Fiscal Court  
130' of 6' tall, 12' thick retaining walls in a creek. **Prime**
- Flemingsburg Sidewalks: \$44,700, November 2011  
Ben Moran (606)748-0687  
City of Flemingsburg, KY  
1200' of sidewalk. **Prime**
- Second Creek Box Culvert: \$110,000, December 2011  
Daniel Rice (859) 743-1395  
Boone Co Fiscal Court  
20' x 23' x 10' double barrel box culvert with asphalt roadway over top and aprons. **Prime**
- Augusta Streetscape: \$22,000, April 2012  
Doug Padgett (606)756-2183  
City of Augusta, KY  
230' of sidewalk, curb and gutter, and 1' retaining wall. **Prime**
- Hillsdale Rd Box Culvert: \$59,300, August 2012  
Earl Bush (606)735-2300  
Bracken Co Fiscal Court  
4 sided box culvert with asphalt aprons and guardrail. **Prime**

- Valley Circle Storm Sewer: \$79,000, August 2012.  
Tom Gagnon (859) 991-0715  
City of Florence  
Michelle Bollman, Viox & Viox (859)727-3293  
700' of storm sewer and catch basins. **Prime**
- Blue Grass Parkway: \$19,000, September 2012.  
Fred Clark (859)498-0755  
Bourne-Clark Construction  
Concrete barrier wall under bridges for Parkway reconstruction. **Sub**
- Germantown Streetscape: \$45,000, September 2012  
John Greenwell, HMB Engineers (502)695-9800  
1000' of sidewalk and KYTC catch basins. **Prime**
- Morehead State University: \$51,000, October 2012  
Free Contracting (859)255-2236  
Sidewalks and curb and gutter **Sub**
- Dixon Pike Bridge Replacement: \$48,000, October 2012  
Joe Fraizer, Mason County Rd Dept (606) 564-4218  
24' x 26' Bridge. **Prime**
- Manassas Street Reconstruct: \$51,000 October 2012  
City of Florence  
Eaton Asphalt Paving, Anthony Ridgeway (859)331-2303  
Catch Basin Replacement, under drains, complete street reconstruct. **Sub**
- Wayman Branch Culvert Replacement: \$127,000. November 2012  
Mike Yeager, City of Covington, (859)292-2153  
60' of 60" RCP, 2 cast in place headwalls, 2 cast in place manholes, roadway repair. **Prime**
- Hope Ln Sidewalks: \$22,000, December 2012  
Sardina, OH  
Steve Penderson, Brown County Construction, (937)795-2740  
Sidewalks and roadway widening. **Sub**
- US 68 Bypass: \$18,000, December 2012  
Maysville, KY, KYTC project  
Anthony Ridgeway, Eaton Asphalt Paving, (859)331-2303  
Curb and gutter, Type A Catch basins. **Sub**

- Old 19 PRV Pit: \$4500, December 2012  
Darin Clark (606)782-3007  
Bracken County Water District  
Constructed a 5'x7' concrete PRV pit.
- KY 875 PRV Pit: \$5300, January 2013  
Darin Clark (606)782-3007  
Constructed a 5'x7' concrete PRV pit.
- Flemingsburg Streetscape: \$142,000, April 2013  
Flemingsburg, KY  
Brad Boaz, CMW INC (859)254-6623  
Sidewalks, Type F Catch basins, 15" RCP, Asphalt restoration.
- Willow Creek Retaining Wall: \$17,600, March 2013  
Earl Bush (606)735-2300  
Bracken County Fiscal Court  
95' x 8' Retaining wall in creek.
- East Alexandria Pike Storm Sewer: \$15,000, April 2013  
City of Cold Springs  
12" storm pipe and structures.
- Western Reserve Sidewalks: \$156,000, June 2013  
Jonathan Brown, Viox and Viox (859) 727-3293  
City of Crescent Springs  
Curb, sidewalk and storm drainage.
- Kenton County Library: \$29,000, May 2013  
Anthony Ridgeway, Eaton Asphalt (859)331-2303  
Sidewalk, Curb and parking lot repair.
- Dale Court Water Main: \$58,000, May 2013  
Wally Ryan (859)991-1717  
Northern KY Water District  
6" water main and sidewalk
- Marquette Ave Water Main: \$48,000, June 2013  
Wally Ryan (859)991-1717  
Northern KY Water District  
6" water main and driveways
- Beattyville Streetscape: \$449,00, November 2013  
Brad Boaz, CMW Inc, (859) 254-6623  
City of Beattyville, KY  
Sidewalks, curb, storm, asphalt, and electrical work.

- Ewing Sidewalks: \$65,000, October 2013  
Missy Hardy BTADD, (606)564-6894  
City of Ewing, KY  
Sidewalk and Strom.
- Hillsdale Rd Culvert: \$81,500, August 2013  
Earl Bush, (606)735-2300  
Bracken County Fiscal Court  
3 Sided box culvert with guardrail, and asphalt.
- 275 Concrete Repair: \$42,000, July 2013  
Dan Severs, Eaton Asphalt, (859)331-2303  
Full depth concrete repairs on I275 & I75.
- Vanceburg Sidewalks: \$205,000, September 2013  
Missy Hardy, BTADD (606)564-6894  
City of Vanceburg, KY  
Sidewalk, Curb, Storm, and asphalt repair.
- Paris Sidewalks: \$158,000, October 2013  
Chase Wright, Stand Ass, (859)225-8500  
City of Paris, KY  
Sidewalk, curb, storm, and asphalt repair.
- Limaburg Creek Culvert: \$136,000, November 2013  
Daniel Rice ( 859)743-1395  
Boone County Public Works  
4 sided double barrel box culvert with guardrail and asphalt repair.
- Hopewell Springs Retaining wall: \$145,000, February 2014
- Mike Aslon ( 859)987-2110
- City of Paris, KY
- Precast retaining wall blocks with gravel backfill.
- City of Mayville Safe Routes to School: \$99,348, April 2014  
David Hord (606)564-9419  
City of Maysville, KY  
Sidewalk and Curb
- Flemingsburg Sidewalk: \$35,136, April 2014  
Dennis Masters (606)845-9307  
City of Flemingsburg, KY  
Sidewalk and curb

- Hilltop Stone: \$14,986, April 2014  
Terry Figgins (859)472-5591  
Butler, KY  
Various concrete works around the aggregate plant.
- Park Ave Reconstruct: \$764,138, May 2014  
Ray Erpenbeck (859)727-4200  
City of Elsmere, KY  
Concrete Street and storm sewer.
- Plum Creek Bridge Replacement: \$99,495, June 2014  
Luke Mantle (859)635-9100  
Campbell County Fiscal Court  
Pre- Stress Beam replacement.
- I 64 Type A DBI Replacement: \$52,990, July 2014  
Fred Clark (859) 498-0755  
Subcontractor to Bourne Clark Construction  
Replaced DBI tops and poured new curbs on I 64 in Fayette, Scott, and Woodford Counties.
- Dixie Hwy Sidewalks: \$71,131, August 2014  
Ray Erpenbeck (859) 727-4200  
City of Elsmere, KY  
Replaced bad sections of sidewalk along Dixie Hwy in Elsmere, KY
- Cold Spring Street Replacement: \$383,100, September 2014  
Rob Keller (859)261-1113  
City of Cold Springs, KY  
Reconstruct of concrete City Streets.
- Cannon Rd Box Culvert: \$28,000, November 2014  
Earl Bush (606)735-2300  
Bracken Co Fiscal Court  
Replacement of a 16'x 12' box culvert.
- Cynthiana Safe Routes to School: \$168,874, June 2015  
Gary Royalty (859)954-1447  
City of Cynthiana  
Sidewalks, curb and storm.
- Harriet, Corman Street Reconstruct: \$457,026, October, 2015  
Mark Menninger (858) 261-1113  
City of Park Hills  
Replacement of curbs, storm sewer, and asphalt street.

- Merravay Dr Reconstruct: \$563,396, October 2015  
Ray Erpenbeck (859)727-4200  
City of Elsmere  
Replacement of concrete street and storm sewer.
- North Ashbrook Circle Rd Improvements: \$98,425, October 2015  
Marty Hellman (859)525-0244  
City of Lakeside Park  
Replacement of concrete streets and storm sewer.
- Brooksville Safe Routes to School: \$157,830, December 2015  
Craig Hester (606)217-1500  
City of Brooksville.  
Sidewalks, curb and storm sewer.
- Hale Rd Bridge Replacement: \$75,425, December 2015  
David Fields (859)654-5047  
Pendleton County Fiscal Court  
Replacement of a 32' x 16' concrete bridge.
- Edgewood and Lyndale Rd Water Main Replacement: \$750,000, June 2016  
Mike Flynn (859)991-1698  
Northern Ky Water District  
Replacement of 6500LF of 8" water main.
- Spring Valley Street Replacement: \$531,000, July 2016  
Ed Miliken (859)991-5589  
City Of Erlanger  
2500 LF of concrete street replacement.
- Robbins Ave Sidewalk: \$193,000, October 2016  
David Fields (859)654-5047  
Pendleton County Fiscal Court  
1500 LF of sidewalk with a precast bridge.
- Third St Sidewalk, \$136,000, October 2016  
Craig Bramer, (606) 375-1359  
City of Maysville  
12,000 SF of sidewalk
- Madonna Court Street Replacement: \$120,800, August 2016  
Rob Keller, (859)621-1113  
City of Cold Springs  
600' LF of concrete street replacement

- Riggs Ave, \$349,200, November 2016  
Ed Miliken (859)991-5589  
City of Erlanger  
2000 lf of concrete street replacement
- Ashland Safe Routes to School, \$205,000, May 2017  
Mike Asalon (859)223-3999  
City of Ashland  
1200' of sidewalk
- Ft Mitchell Street Reconstruction, \$823,000, September 2017  
Rob Keller (859) 261-1113  
City of Ft Mitchell  
5000 SQYDS of Asphalt street reconstruction, curbs, sidewalks, and drives
- KY 17 upgrades, \$81,000, May 2017  
Sub for Eaton Asphalt  
Darin Workman, KYTC (859)991-2707  
Box culvert and trench drain
- US 27 Sidewalks, \$32,000, May 2017  
Southgate, KY  
Darin Workman, KYTC (859)991-2707  
800 LF of sidewalk
- Florence Community Plaza, \$377,000, August 2017  
Travis Howe, (859)991-1940  
City of Florence  
Grade and drain, stamped concrete
- Vanceburg Safe Routes to school, \$134,000, December 2017  
Vanceburg, KY  
Missy Hardy, (606)564-6894  
1900 LF of sidewalk
- Cayton Rd sidewalk, \$224,000, October 2017  
Florence KY  
Daniel Rice, (859)743-1395  
2000 lf of sidewalk

We are also Pre Qualified with the KYTC for, Sidewalks, Curb and Gutter, Storm Sewers, and Box Culverts. If you have any questions please feel free to call or email.

Thanks

Jon Ray

(606)782-1737

Straight Edge Construction LLC



**Tools and equipment**  
**January 2019**

- 5 Stihl cut off saws, \$4000
- 2 Stihl leaf blowers, \$300
- 4 Stihl chain saws, \$1200
- 2 circular saws, \$400
- 2 battery powered drills, \$400
- 2 saw zaws, \$300
- 3 hammer drills, \$900
- 2 hand held grinders, \$200
- 2 3500 watt generators, \$800
- 3 transits, \$1000
- Hand tools, \$1000
- Concrete hand tools, \$1500
- 3 concrete trowel machines, \$4000
- 2 concrete power screeds and boards, \$4000
- Aluminum screed boards, \$800
- 2 plate compactors, \$2000
- 40 concrete blankets, \$1500
- 150 metal concrete forms and pins, \$8000
- 250 concrete walls forms and hardware, \$8000
- Miscellaneous, \$1000
- Skid steer forks, \$500
- Skid steer bucket, \$750
- Skid steer bucket broom, \$2500
- Skid steer jack hammer, \$2500
- Ingersoll Rand towable air compressor, \$2000



<u>Description of Equipment.</u>	<u>Year</u>	<u>Purchase Price</u>	<u>Depreciation</u>	<u>Present Value</u>
420 Cat Back Hoe	2004	\$36,000	\$11,000	\$25,000
259 Cat Skid Steer	2016	\$60,000	\$5,000	\$55,000
Cat 308 Excavator	2014	\$127,000	\$0	\$127,000
Dodge 3500 Utility Truck	2012	\$40,000	\$8,000	\$32,000
Chevy 3500 Utiltiy Truck	2004	\$14,000	\$0	\$14,000
Chevy 3500 Flat Bed	1995	\$4,400	\$400	\$4,000
GMC Seirra 3500 truck	2016	\$59,000	\$5,000	\$54,000
Chevy 3500 truck	2015	\$54,000	\$4,000	\$50,000
Ford L9000 Dump Truck	1995	\$5,000	\$0	\$5,000
Eager Beaver 9 Ton Trailer	1989	\$2,000	\$0	\$2,000
Eager Beaver 20 Ton Trailer	2000	\$4,000	\$0	\$4,000
Gator Made 14,000lbs trailer	2011	\$3,200	\$700	\$2,500
Gator Made 16,000lbs trailer	2012	\$6,400	\$500	\$5,900
Gates Concrete wall forms	2000	\$6,000	\$100	\$5,900
12"Steel curb forms	2001	\$1,950	\$0	\$1,950
8" Steel curb forms	2001	\$2,000	\$0	\$2,000
6" Steel curb forms	2003	\$2,500	\$0	\$2,500
4" Steel forms	2003	\$1,000	\$250	\$750
Ingersall Rand Towable Air Compressor	2000	\$1,000	\$0	\$1,000
Skid Steer Jack Hammer	2004	\$3,000	\$0	\$3,000
Skid Steer Bucket Broom	2003	\$2,500	\$0	\$2,500
2-3500 watt generators	2012	\$1,000	\$100	\$900
3 Concrete Trowel machines	2006	\$3,800	\$0	\$3,800
2- 5 HP Plate Tamps	2004	\$1,400	\$500	\$900
Topcon Pipe Laser	2008	\$1,000		\$2,500
2 -Topcon Builders Levels	2009	\$1,050	\$250	\$800
4- Sthil Cut off Saws	2010	\$4,000	\$1,500	\$2,500
2- 2" water pumps	2005	\$1,000	\$200	\$800
50- Concrete blankets	2009	\$2,000		\$2,000
2- concrete power screeds	2009	\$4,500	\$500	\$4,000
Various Construction Tools	2010	\$8,000	\$2,000	\$6,000
KW Dump truck	1993	\$25,000		\$25,000
Cat 315C Trackhoe	2005	\$60,000		\$60,000
Cat 303.5 Excavator	2015	\$1,000	\$5,000	\$46,000
Kenworth triaxle dump truck	1995	\$25,000		\$25,000

Kenworth triaxle dump truck	1998	\$30,000		\$30,000
Indepenent Breaker for excavator	2014	\$10,000		\$10,000
Stanley Drop hammer for skid steer	2014	\$10,000		\$10,000
Eager Bever 20 ton equipment trailer	1996	\$5,000		\$5,000
1/2 yard concrete buggy	2004	\$5,500		\$5,500
2015 GMC 3500 utiltiy truck	2015	\$53,000	\$5,000	\$48,000
5700 Power Curber	1995	\$7,500		\$7,500
Kenworth triaxle dump truck	2008	\$80,000		\$80,000
Kenworth triaxle dump truck	2005	\$55,000		\$55,000
KW Dump truck	2003	\$65,000		\$65,000
Total		\$1,016,700	\$50,000	\$966,700