



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: June, 16, 2014

INVITATION TO BID #111-2014 Crack Sealing

Bid Opening Date: June 30, 2014

Bid Opening Time: 2:00 PM

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

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **6/30/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

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

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

Performance Bond Required: Yes No

<input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>		Proposed Delivery: <u>715</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Submitted by:

Firm Name: C&R Asphalt LLC
415 Rebmann Ln
Address: Lexington KY 40504

City, State & Zip

Bid must be signed:
(original signature)

Josh Coleman
Signature of Authorized Company Representative – Title

Josh Coleman
Representative's Name (Typed or printed)

859-255-0077 255-2570
Area Code - Phone - Extension Fax #

josh999@hotmail.com
E-Mail Address

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

AFFIDAVIT

Comes the Affiant, C & R Asphalt LLC, and after being first duly sworn under penalty of perjury as follows:

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

Further, Affiant sayeth naught. [Signature]

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Joshua Coleman on this the 1 day of July, 2014.

My Commission expires: 9-26-15

[Signature]
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X No

II. Bid Conditions

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

"Bid on #111-2014 Crack Sealing"

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

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

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - () 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - (XXX) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

LFUCG Non-Appropriation Clause

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

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

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

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

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

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

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

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

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

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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


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

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

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

Bidders

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



Signature

C & R Asphalt LLC

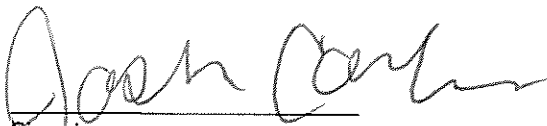
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

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

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


Signature

7-1-14
Date

WORKFORCE ANALYSIS FORM

Name of Organization: C & R Asphalt LLC

Date: 7, 1, 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators			2								
Professionals		2									
Superintendents		2		1							
Supervisors											
Foremen		4		1		1					
Technicians						2					
Protective Service											
Para-Professionals											
Office/Clerical		3	1								
Skilled Craft		29		4		5		1			
Service/Maintenance		3									
Total:		43	3	6		8		1		55	6

Prepared by: Josh Coleman Project mgr.
Name & Title

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

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

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

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

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.		None		
2.				
3.				
4.				

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

C & R Asphalt LLC

Company

7-1-14

Date

Josh Colvin

Company Representative

project mgr.

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.		None			
2.		all	self performed		
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.

C & R Asphalt LLC
 Company
7-1-14
 Date

Dash Coleman
 Company Representative
project mgr.
 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

Company Name C & R Asphalt LLC	Contact Person <i>Josh Coleman</i>
Address/Phone 415 Reubmann Ln Lexington KY 40504 859-255-0077	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
				<i>None</i>			
				<i>all</i>	<i>self perform</i>		

(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.

C & R Asphalt LLC
Company
7-1-14
Date

Josh Coleman
Company Representative
project mgr.
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name: C & R Asphalt LLC	Address: 415 Rebmann Ln
Federal Tax ID: 61-1318910	Contact Person: Josh Coleman

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.

C & R Asphalt LLC

Company

7-1-14

Date

Josh Coleman

Company Representative

project mgr.

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 41-2014

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

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

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

JC Attended LFUCG Central Purchasing Economic Inclusion Outreach event

JC Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

JC Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

JC Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

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

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

JC Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

JC Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

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

JC Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

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

JC Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

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

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

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

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

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

C & R Asphalt LLC
Company

7-1-14
Date

Josh Calum
Company Representative

project mgr.
Title

2014-2015

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DIVISION OF STREETS & ROADS

PROPOSAL FOR CRACK SEALING STREETS & ROADS

BIDS WILL BE RECEIVED UNTIL 2:00 P.M. E.D.T., ON THE 16th DAY OF June 2014 AND AT THAT TIME WILL BE PUBLICALLY OPENED AND READ.

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

Agreed liquidated damages will be Two Thousand (\$2000.00) dollars per calendar day. **Time of completion of this contract will be prior to June 30, 2015.** THE URBAN COUNTY GOVERNMENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. We further propose to execute contract within ten (10) days after the date of receiving note of award, to begin work when notified to do so by the URBAN COUNTY GOVERNMENT, and to complete within 365 calendar days beginning the date of notification of bids being accepted to the satisfaction of the URBAN COUNTY GOVERNMENT, or in the event of failure to complete, to pay the URBAN COUNTY GOVERNMENT, the daily amount of agreed liquidated damages set out above. We also propose to insure that terms of the contract and requirements of the specifications and plans shall be fully complied with by furnishing either a surety bond for the total amount of the contract price, as determined from the unit prices bid and estimated quantities, acceptable to the URBAN COUNTY GOVERNMENT, or such other form of bond as may be required by the URBAN COUNTY GOVERNMENT, and that the surety company, if used, will be satisfactory to the URBAN COUNTY GOVERNMENT and the amount of its bond be within the limit set for it by the U.S. Treasury Department's quarterly report. We enclose, herewith, proposal guaranty for the amount set out above, payable to the URBAN COUNTY GOVERNMENT as guarantee of good faith, and which, if the contract be awarded to us, we AGREE to forfeit as liquidated damages to the URBAN COUNTY GOVERNMENT, in the event of our failure to enter into contract and furnish satisfactory bond to the URBAN COUNTY GOVERNMENT within ten (10) days after receiving official notice of award. We have examined the plans and specifications and the location of the work and are fully informed as to what is to be done and the conditions relating to the work. **We understand that the quantities shown on the estimate are approximate ONLY and are subject to either increase or decrease. Should the quantities of any or all of the items of work be increased, we propose to do the additional work at the above unit prices, and should the quantities be decreased, we propose to make no claim for anticipated profits.** The URBAN COUNTY GOVERNMENT will award the bids on a unit price basis for the project.

ACCEPTANCE AND FINAL PAYMENT

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

UNIT PRICE WORK

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

PERFORMANCE BOND

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

RETAINAGE

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

SPECIAL PROVISION CONTRACT TIME EXTENSION

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

QUALIFICATION OF BIDDERS

It is required of the Contractor submitting a proposal that he have the capabilities to complete the proposed work and present evidence of said capabilities to the satisfaction of the Urban County Government. The successful bidder shall comply with sections 337.520 and 337.540, of the Kentucky Revised Statutes which says in part--that each contractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week and such relative information as may be required by the Kentucky Department of Labor.

Any laborer, workman, mechanic, helper, assistant or apprentice worked in excess of eight (8) hours per day or forty (40) hours per week, except in cases of emergency shall be paid not less than one and one-half (1 1/2) times the basic hourly rate of pay as defined and fixed under this chapter for all overtime worked, and each contract for the construction of public works shall so provide.

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

In the performance of this contract, the contractor agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex, or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

CONTRACT COMPLIANCE

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

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

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

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

3. Hearings and court action under the laws applicable for such noncompliance.

The following special specifications and provisions apply on this project. The Kentucky Department of Labor rules and regulations shall be strictly complied with.

There will be a 10% retainage of all estimates withheld until the Contract is completed to the satisfaction of the Lexington-Fayette Urban County Government representative. There will be no work on Saturdays or Sundays unless given a forty-eight (48) hour written notice.

CONTRACTOR'S RESPONSIBILITIES

SUPERVISION

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

SUPERINTENDENT

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

LABOR

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

START-UP AND COMPLETION OF WORK

Unless otherwise specified, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the work. **ALL WORK WILL BE COMPLETED BY JUNE 30, 2015.**

ONE YEAR CORRECTION PERIOD

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

FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 7-1-14

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

This Proposal Submitted by

C & R Asphalt LLC

415 Rebmann Ln

Lexington KY 40504

(Name and Address of Bidding Contractor)

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

KY: doing business as:

C & R Asphalt

a partnership

"a corporation," "a partnership", or an "individual" as applicable

To: Lexington-Fayette Urban County Government (hereinafter called "Owner")
Office of the Director of Purchasing
200 East Main Street, Third Floor
Lexington, KY 40507

Gentlemen:

The bidder, in compliance with your Invitation for Bids for the 2014-2015 Summer Crack Sealing Program, Lexington, Kentucky; having examined the Plans and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

The Bidder hereby agrees to commence work under this Contract on a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project by January 1, 2015.

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

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 6-25-14; Addendum No. _____ Date _____
Addendum No. _____ Date _____; Addendum No. _____ Date _____
Addendum No. _____ Date _____; Addendum No. _____ Date _____
Addendum No. _____ Date _____; Addendum No. _____ Date _____

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

STATEMENT OF BIDDER'S QUALIFICATIONS

FORM OF PROPOSAL

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

- 1. Name of Bidder: Josh Coleman
- 2. Permanent Place of Business: C & R Asphalt LLC
- 3. Date Organized: 7-1-14
- 4. Where Incorporated: N/A

5. Construction Plant and Equipment Available for this project:
14 utility truck 2x oil jacketed crack melter
2 flat bed truck

(Attach Separate Sheet if Necessary)

6. Financial Condition:

The apparent low Bidder is required to submit its latest three (3) years audited financial statements to the Owner's office of Central Purchasing within seven (7) calendar days following the bid opening.

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

Smith Maus (Surety)

Signed: James Maus (Representative of Surety)

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>LFUCG Crack Project</u>	<u>Fayette Co.</u>	<u>111,000</u>
<u>Georgetown Airport Crackfill</u>	<u>Scott Co.</u>	<u>21,000</u>
_____	_____	_____
_____	_____	_____

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

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

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YRS. W/BIDDER</u>
<u>Mike Garrett</u>	<u>Superintendent</u>	<u>13</u>
<u>Mark Garrett</u>	<u>Foreman</u>	<u>3</u>
_____	_____	_____

11. We acknowledge that, if we are the apparent low bidder, we will submit to the Owner within seven (7) calendar days following the Bid Opening, the required three (3) years audited financial statements, our latest three (3) year loss history for all insurance claims including losses arising from coverages required by this Contract, a sworn statement on the Owner's form regarding all current work on hand and under contract, and a statement on the Owner's form of the experience of our officers, office management, and field management personnel, all in accordance with the Special Conditions of the Project Specifications and Bid Documents.

Respectfully submitted:

C & R Asphalt LLC

(Name of Contracting Firm)

BY: Josh Coleman

TITLE: Project mgr.

DATE: July 1, 2014

STATEMENT OF EXPERIENCE
FORM OF PROPOSAL

NAME OF INDIVIDUAL: Mike Garrett

POSITION/TITLE: Member

STATEMENT OF EXPERIENCE: 20 years seal coating, crack fill,
and striping.

NAME OF INDIVIDUAL: Mark Garrett

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: 10 years seal coating, crack fill
striping

NAME OF INDIVIDUAL: Martin Mardjaro

POSITION/TITLE: Supervisor

STATEMENT OF EXPERIENCE: 15 years seal coating, crack fill
striping

BY: C & R Asphalt LLC

Name of Firm

DATE: 7-1-14

BY: Josh Coulman

TITLE: Project mgr.

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

LIST OF PROPOSED SUBCONTRACTORS

FORM OF PROPOSAL

The following list of proposed subcontractors is required by the Owner to be executed, completed, and submitted with the Bidder's Form of Proposal. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of Bid.

BRANCH OF WORK - LIST EACH MAJOR ITEM

SUBCONTRACTOR

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

None

1. _____ Name: _____
Address: _____
2. _____ Name: _____
Address: _____
3. _____ Name: _____
Address: _____
4. _____ Name: _____
Address: _____
5. _____ Name: _____
Address: _____
6. _____ Name: _____
Address: _____
7. _____ Name: _____
Address: _____
8. _____ Name: _____
Address: _____

FORM OF PROPOSAL

LEGAL STATUS OF BIDDER

C & R Asphalt LLC

Bidder _____

Date 07-1-14

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

2. A Partnership, all of the members of which, with addresses are:

(Designate general partners as such)

<u>Steven K Coleman</u>	<u>827 Lakewood</u>
<u>Rick Ray</u>	<u>Versailles Ky 40383</u>
	<u>5740 Briar Hill Rd Paris, KY</u>

3. An individual, whose signature is affixed to this Proposal.

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

FORM OF PROPOSAL

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

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

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

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

Signed by *John Calan* Firm *CR* **C & R Asphalt LLC**
Address 415 Rebmenn Ln
Lexington KY 40504

Telephone No. 859-255-0077 Date 7-1-14

**SPECIFICATIONS
FOR
CRACK SEALING PROGRAM**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

SPECIAL PROVISIONS

"NO PARKING" SIGNS

The Contractor must post "NO PARKING" signs twenty-four (24) hours in advance on streets or roads to be crack sealed. This will require an officer's presence to witness the date and time of installation of the signs to insure that vehicles will be towed. It will be the Contractor's duty to notify the police traffic section with the Police Department. In addition to posting "NO PARKING" signs, Contractor will leave a "notice of work to be performed" at each residence and on vehicles parked on the street at the same time the "NO PARKING" signs are posted. The notices and "NO PARKING" signs will be furnished by the Division of Streets & Roads. No additional payment will be made for this procedure. The Contractor must remove all posted "NO PARKING" signs on Friday if they will not be able to complete the street(s) within twenty-four (24) hours.

PERMIT

The contractor must obtain a permit for crack sealing forty-eight (48) working hours in advance from the Division of Traffic Engineering of the Lexington-Fayette Urban County Government, 101 E. Vine Street, Suite 300, Lexington, Kentucky prior to crack sealing each particular street. Saturdays and Sundays are not considered normal working days. For work to be done on Monday, a permit must be obtained no later than the previous Thursday by 9:00 a.m. For work to be done on:

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

SAFETY VESTS

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

DIVISION OF STREETS & ROADS
SPECIFICATIONS FOR
POLYMER MODIFIED POLYESTER FIBER SEALANT

Description
Materials
Composition
Weather Limitations
Mixing
Preparation
Installation
Manufacturer's Representative
Traffic Control
Basis of Payment

DESCRIPTION

This work shall consist of the preparation and sealing of pavement cracks with a Type IV fiber-reinforced sealant using a mixture of polyester fibers, polymer modified crack sealant, and any additives necessary to prevent tracking.

MATERIALS

TYPE IV

FIBER PROPERTIES:

Type.....Polyester
Denier (ASTM D 1577).....3 - 8
Length.....0.25" + 0.02
Specific Gravity.....1.32 - 1.40
Melting Temperature.....480°F Min
Tensile Strength.....70,000 psi Min
Elongation at break.....33% & 9%

MODIFIED BINDER PROPERTIES:

Recommended Pour Temp...370-390°F
Maximum Heating Temp.....410°F
Penetration (150 g / 5 sec).....90 Max
Flow (140°F).....5 mm Max
Resiliency.....30-60%
Ductility (77°F).....40 Min.
Bond (0°F, 100% ext).Passes 5 cycles

TYPICAL PROPERTIES

Polyester Fiber Content.....2% Min.
Recommended Application Temp..350-370°F
Maximum Heating Temp.....400°F
Maximum Heating Time.....12 Hrs
Penetration (150 g / 5 sec).....25-45

Softening Point.....190°F
Flow (140°F).....0 mm
Flexibility (-20°F, 1" Mandrel)..Pass
Specific Gravity.....1.08
Asphalt Compatibility.....Compatible

WEATHER LIMITATIONS

Crack Sealing shall not be performed when the surface temperature is below 40F.

MIXING

Weight tickets for the asphalt cement shall be used in determining the above proportion of fiber to be blended. The crack sealing material shall be blended in an oil-jacketed double walled kettle equipped with full sweep agitator and reverse rotary auger, capable of maintaining the mixture with separate thermometers for oil bath and melting vat. Unit must also be equipped with a pump (equal or better than Roper 2" hot asphalt pump). Temperature of the sealant shall be maintained between 265F and 295F.

PREPARATION

Prior to the application of the sealant, joints and cracks may be thoroughly cleaned by the use of compressed air. This tool should put out a blast of air between 75 to 150 P.S.I. to remove dust, dirt, moisture, vegetation, and other foreign material that will prevent bonding of the sealant. These areas shall be kept clean and dry until all sealing operations are completed. Whenever moisture is present, a hot compressed air lance shall be used. This tool should put out a blast of air between 75 to 150 P.S.I. and heated between 600F and 2000F that cleans and removes all vegetation and dries out the cracks to maximize sealability.

Sealing shall be limited to cracks that are open enough to permit entry of the sealant. Tightly closed cracks (less than 1/4 inch) shall only be sealed if they show signs of raveling or spalling. Spalls and cavities, which are greater than four (4) inches in diameter, shall not be sealed.

INSTALLATION

The sealant shall be placed with an applicator head, which will completely fill the crack and leave a 2.0 to 4.0 inch width band with a thickness of 0.065 to 0.125 inches. A one-ton to three-ton roller shall be used to compress the crack sealing material in the crack or joint to ensure a good bond, if deemed necessary by the Director of Streets & Roads or his representative.

MANUFACTURER'S REPRESENTATIVE

The sealant manufacturer's technical representative shall be notified by the Contractor and shall be present during the initial installation. Operations and procedures, which are considered by the representative as being detrimental to the effectiveness of the sealant, shall not be permitted.

TRAFFIC CONTROL

The Contractor shall be responsible for providing all traffic control devices, flagmen, etc. required to properly and safely maintain traffic. All traffic control devices shall be furnished, erected, maintained, and removed by the Contractor. An arrow board shall be used for all work and cone spacing shall be 50' maximum. Traffic control will be as directed by the Division of Traffic Engineering and a permit must be obtained before any work is performed on any particular street.

BASIS OF PAYMENT

Payment for this work will be made at the contract unit price for preparation and sealing of joints and/or cracks in the existing pavement, complete in place, which price includes all materials, equipment, tools, traffic control, and labor incidental thereto.

Payment will be made for:

<u>Pay Item</u>	<u>Unit</u>	<u>Description</u>
Crack Sealing	Pound	Preparation and sealing pavement cracks, Polymer Modified Polyester Fiber Sealant

Bidders are required to make extensions and additions showing unit prices and total amount of bid using figures only.

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>APPROXIMATE UNIT QUANTITY</u>	<u>UNIT BID PRICE AMOUNT</u>
1.	Crack Sealing	95,000 Pound	\$ <u>1.17</u>
TOTAL BID			\$ <u>111,150.00</u>

AN INDIVIDUAL *

A CO-PARTNERSHIP **

A CORPORATION ***

C & R Asphalt LLC C & R Asphalt LLC

NAME OF CONTRACTING FIRM (Please type or print plainly)

Josh Coleman

SIGNATURE AND TITLE OR REPRESENTATIVE OF CONTRACTING FIRM

Lexington

CITY

Kentucky

STATE

*If an individual, the proposal must be signed by the individual.

**If a co-partnership, the proposal must be signed by one of the partners.

***If a corporation, the proposal must be signed by an official of the corporation and the following certificate completed.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, *Josh Coleman* certify that I am the
_____, Secretary of the corporation named as
principal in the above proposal; that _____,
who signed the said proposal on behalf of the principal, was then
_____ of said corporation; that I know his
signature and his signature thereon is genuine and that said proposal was duly
signed and sealed for and in behalf of said corporation by authority of its
governing body.

(CORPORATE SEAL)

*NOT A
Corporation*

2014- 2015 (FY15) CITY STREETS TO BE CRACKSEALED

Location	Distance
American Avenue from Broadway to Dead end	0.40
Armstrong Mill Road from Delong Road to Joint near Kenesaw	1.00
Arcadia Park from Elizabeth Street to Connector	0.42
Ashland Avenue from Franklin Avenue to Aurora Avenue	0.20
Beasley Street from Jingle Bell Lane to Joint Near Fortune Drive	0.53
Bell Court from Sayre Avenue to Boonesboro Avenue	0.20
East Bell Court from Sayre Avenue to Russell Avenue	0.10
Blue Licks Road from Celia Lane to Della Drive	0.30
Boonesboro Avenue from Bell Court to Bell Court	0.07
Brentmoor Drive from Kenesaw Drive to End of Cul-De-Sac	0.21
Bryant Road from Pleasant Ridge Drive to Plauditt Place	0.14
Brynell Drive from Glen Brook to Silver Leaf	0.26
Bryan Avenue from Carlisle Avenue to Thru Carlisle Ave to Devonia Ave	0.07
Camden Avenue from American Avenue to the end	0.10
Cedarville Court from Cedarcrest Drive to End of Cul-De-Sac	0.04
Chauvin Drive from Alumni Drive to Sterlington Drive	0.18
Clemons Court from Clemons Drive to End of Cul-De-Sac	0.04
Collinswood Drive from Forest Lake Drive to Loonlake Circle	0.08
Colman Alley from Fourth Street to the end	0.05
Colonnade Drive from Caywood Court to End of Cul-De-Sac	0.28
Columbia Avenue from Dixie Court to Woodland Avenue	0.07
Cromwell Drive from Cornwall Drive to Clays Mill Road	0.19
Crosby Drive from Trent Boulevard to Parklawn Drive	0.09
Culpepper Road from Fontaine Road to Prather Road	0.45
Darien Drive from Alexandria Drive to Lane Allen Road	0.33
Deer Lake Drive from Flora Glenn Way thru Flora Glenn to End of Cul-De-Sac	0.42
Della Drive from Blue Licks Road to Seven Pines Drive	0.56
Don Anna Drive from Lima Drive to Deporres Avenue	0.07
West Edgebrook Drive from Brook Park Drive to Farmview Drive	0.21
East Edgebrook Drive from Brook Park Drive to Farmview Drive	0.22
Edgeworth Drive from Laclede to End by Winston	0.31
Edison Drive from Rosemont Garden to the End	0.06
Edwards Avenue from Burley Avenue to American Avenue	0.05
Elmspring Way from Bon Haven Road to Island	0.09
Elmwood Drive from Old Kingston Road to End Past Wanda Drive	0.39
Fairwood Lane from Richmond Road to Fairway Drive	0.13
Feltner Court from Winburn Drive to End of Cul-De-Sac	0.08
Forbes Road from Pepper Drive to Larch Lane	0.19
Forbes Road from Larch Lane to End at School	0.30
Francis Avenue from Burley Avenue to American Avenue	0.05
Fourth Street from Humbard Alley to Silver Maple Way	0.18
Fourth Street from Kenton Street to Upper Street	0.11
Fourth Street from Chestnut Street to Hawkins Avenue	0.04
Foxtale Court from Coldstream Drive to End of Cul-De-Sac	0.06
Gladman Way from Man-O-War Blvd. to Old Higbee Mill Road	0.60
Glendale Avenue from Meadowthorpe Avenue to Taylor Drive	0.41
Glendover Road from Bellefonte Drive to Shirlee Drive	0.14
Greenbriar Road from heather Court to End of Cul-De-Sac	0.39

Greenwood from Georgetown Street to Price Road	0.14
Hi-Crest Drive from Endon Drive to Raleigh Road	0.16
Hi-Crest Drive from Wayland Drive to Endon Drive	0.54
Old Higbee Mill Road from Clemons Drive to Gladman Way	0.08
High Hope Road from Sutherland Drive to End	0.26
Kenesaw Drive from Moss Court to Hartland Parkway	0.18
Kirk Court from Asbury Lane to End of Cul-De-Sac	0.12
Laco Drive from Bizzell Drive to the End	0.27
Lancaster Court from Tanbark Road to End of Cul-De-Sac	0.11
Lansill Road from Pinebloom Drive to Juniper Drive	0.33
Leafland Place from Leafland Way to Island	0.12
Mariemont Drive from Brookmeade Drive to Bryan Station Road	0.22
Merchant Street from Trade Street to End of Cul-De-Sac	0.08
Merino Street from High Street to McKinley Street	0.32
Over Drive from Trade Street to End of Cul-De-Sac	0.16
Pasadena Drive from Clays Mill Road to Joint Near Southview	0.06
Pastern Court from Fort Harrods Drive to End of Cul-De-Sac	0.13
Patchen Drive from Chippendale Drive to Plainview Drive	0.05
Patterson Street from Maxwell Street to Chair Avenue	0.24
Providence Road from Cassidy Avenue to Andover Drive	0.38
Raintree Road from Tateswood Drive to Bimini Road	0.14
Raleigh Road from Augusta Drive to Kilkenny Drive	0.23
Ransom Avenue from Main Street to High Street	0.22
Reed Lane from Clays Mill Road to Past Pin Oak Ave. to Plant Ent.	0.56
Rio Dosa Drive from Man-O-War Blvd. to Locust Hill Drive	0.13
Rockbridge Road from Field More to Hartland Parkway	0.13
Rockbridge Road from Saron Drive to Past Longbridge Lane to 992	0.08
Rose Lane from Rose Street to Woodland Avenue	0.30
Rosemill Drive from Clays Mill Road to Mitchell Avenue	0.30
St. Ann Drive from Richmond Road to Will Fant Drive	0.56
St. Margaret Drive from St. Mathilda Drive to St. Christopher Drive	0.19
East Short Street from Esplanade to Deweese Street	0.09
East Short Street from Martin Luther King Blvd. to Concrete Joint	0.18
Silver Maple from Fourth Street to Fifth Street	0.15
Solberg Drive from Gladman Way to Forsythe Drive	0.14
Squires Road from Richmond Road to 476 Squires Road	0.66
Spyglass Lane from Muirfield Place to Muirfield Place	0.18
Stanley Avenue from American Avenue to Dead End	0.07
State Street from Elizabeth Street to Crescent Avenue	0.12
Surrey Lane from Roxberg Drive to Cindy Blair Way	0.26
Tamarack Court from Tamarack Drive to the End	0.02
Tamarack Drive from Cypress Drive to Honeysuckle	0.58
Third Street from Limestone Street to Spruce Street	0.25
Thistleton Circle from Thistleton Drive to End of Cul-De-Sac	0.08
Tiverton Way from Wem Drive to Fox Harbor Drive	0.26
Topeka Road from Hill-N-Dale Road to Pasadena Drive	0.15
Vinewood Road from Heartland Parkway to Wyndhurst Road	0.06
East Vista Drive from Vista Drive to Reed Lane	0.11
West Vista Drive from Vista Drive to Reed Lane	0.11
Vanderbilt Drive from Church Lot to End by Stanford	0.50

Washington Avenue from Limestone Street to Rose Street	0.19
Watermill Lane from Turnberry Lane to End of Cul-De-Sac	0.17
Williamsburg Road from Lane Allen Drive to Georgian Way	0.75
Windermere Road from Rebecca Drive to Albany Road	0.26
Woodhill Drive from Peachtree Road to Todds Road	0.62
Yellowstone Parkway from Eureka Spring Drive to Alumni Drive	0.27
TOTAL DISTANCE OF REJUVENATION FOR FY 15	32.79

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2014 - 2015 (FY 15) Crackseal

COUNTY ROADS TO BE CRACKSEAL

	FROM	TO	DISTANCE (MILES)
Evans Mill	Old Richmond Road	End	1.94
Shelby Lane	Walnut Hill Road	Jacks Creek Pike	1.65
Hughs Lane	Russell Cave Road	County Line	2.14
Dolan Lane	Leestown Road	Bethel Road	1.30
Carrick Road	Russell Cave Road	County Line	1.31
Walnut Hill	Old Richmond Road	Delong Road	4.07
TOTAL COUNTY ROAD			12.41

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**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION
Bid #111-2014 Crack Sealing**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If

the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

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

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

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

Safety and Loss Control

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

Verification of Coverage

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

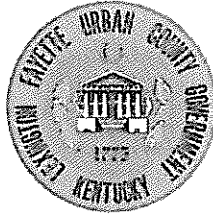
Right to Review, Audit and Inspect

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

DEFAULT

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

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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O' Mara
Commissioner

Addendum #1

Bid Number: Bid 111-2014
Subject: Crack Sealing

Date: June 25, 2014
Please address inquiries to:
Debra Bright
(859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Bid opening date for Bid #111-2014 Crack Sealing has been extended. The bid opening date is July 7, 2014 at 2:00 P.M.

Todd Slatin, Purchasing Director
Division of Central Purchasing

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

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

PROPOSAL OF: C & R Asphalt LLC
415 Rebmam Ln
ADDRESS: Lexington KY 40504
SIGNATURE OF BIDDER: