



Invitation To Bid

Louisville/Jefferson Co Metro Government

Bid Number: 1914

Revision: 0
Date: 30-SEP-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date and Address to:
Metro Purchasing Department
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Reply By: 15-OCT-09

Description

- 1 A price contract for a portion of Louisville Metro Government's need for Sidewalk & Curb Improvements for a period of twelve (12) months, per the attached specifications.

No Pre-Bid.

ORIGINAL

DELIVERY TIME: <u>AS Specified</u> (# of days A.R.O.)	FIRM NAME: <u>HANKA Builders LLC</u>
We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.	OFFICIAL'S SIGNATURE: <u>[Signature]</u>
	ADDRESS: <u>1301 PORTLAND AVE.</u> <u>Suite 1</u> <u>LOUISVILLE, KY 40203</u>
	PHONE: <u>589-6526</u>
	DATE: <u>10-15-09</u>

UNOPENED BIDS WILL NOT BE CONSIDERED



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Louisville/Jefferson Co Metro Government

Standard Text

All work to be performed in a neat and workmanlike manner conforming to all existing codes governing same and be approved by the Louisville/Jefferson County Metro Government.
SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark original) AND TWO BOUND COPIES. Both copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.
If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

All materials submitted in response to the solicitation document will become the property of Metro. One copy of a submitted proposal will be retained for official files and will become public record. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Kentucky Open Records Act, should not be included in the vendor's proposal, as it may be made available to the public.

If a vendor's proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meets the disclosure exemption requirements of the ORA, then that information will not be disclosed pursuant to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its proposal because such information may be disclosed to the public.

Metro Government will accept no price increases for the first year of the annual price contract. All price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Purchasing may either accept the price change or cancel the contract.

RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.



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Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

Any Kentucky Public Procurement Agency will have the option of making purchases using this bid / contract by issuing a separate Purchase Order.
If you have any questions concerning the Purchasing Requirements of this solicitation, please call Teresa Burton at 502-574-6396.

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number (812) 923-8999.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government 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 the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

PLEASE READ CAREFULLY

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

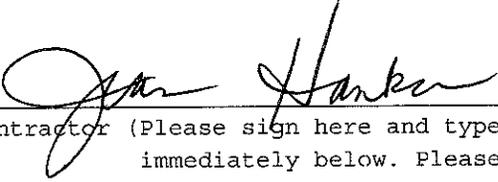
Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SIGNATURE PAGE


Contractor (Please sign here and type in company name on line immediately below. Please leave all other lines blank)

HANKE BUILDERS, LLC
Company Name

Craig A. Bowen Nb
Director of Purchasing

Contract Term:
Effective: 2/1/10
Expires: 1/31/11

Items Covered:
All: Bid 1914

See Attached: ✓

The Invitation for Bid and response will become part of the contract

LIVING WAGE PREFERENCE

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently **\$9.00/hour for all full time employees.**

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name HANKA Builders, LLC
Authorized Official (Print) JEAN HANKA
Signature of Authorized Official *Jean Hanka*
Title OWNER
Date 10-15-09

LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

.....

Company: HANKA Builders LLC

Address: Street 1301 PORTLAND Ave. Suite 1

City Louisville County Jefferson State KY Zip 40203

Revenue Commission Number: 032243

Official: JEAN HANKA

Signature: Jean Hanka Date: 10-15-09

For purposes of determining the low bid or the best evaluated bid this preference cannot be combined or accumulated with any other Louisville-Jefferson County Metro Government Procurement Preference.

ATTENTION ALL BIDDERS WHO DO NOT PLAN TO SUB-CONTRACT ANY WORK:

TO BE DEEMED RESPONSIVE TO THIS BID, YOU MUST COMPLETE AND SIGN FORM GFE-1.

BELOW IS THE SECTION YOU WILL NEED TO FIND AND COMPLETE ON THE GFE-1 FORM WITHIN THIS BID/RFP. DO NOT COMPLETE THIS PAGE. THIS IS ONLY A SAMPLE!

DIVISIONS OF WORK (BIDDER WILL SELF PERFORM)

Signature of Company Official: _____

Date: _____

Printed Name: _____

IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND SEND FORM GFE-3.



Louisville
HUMAN RELATIONS COMMISSION
Carolyn Miller-Cooper, Executive Director

GOOD FAITH EFFORT ("GFE") REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises ("MFHBES"):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBES of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBES;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBES that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBES for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBES meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)
FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)
FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.
- **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)
FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502-574-4332 TDD



Louisville Jefferson County
Metro Government

DEPARTMENT OF PUBLIC WORKS & ASSETS

BID #1914

**SPECIFICATIONS FOR
SIDEWALK & CURB IMPROVEMENTS
ANNUAL UNIT PRICE CONTRACTS**

September 2009

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REQUEST FOR COMPETITIVE SEALED BIDS
SIDEWALK & CURB IMPROVEMENTS
ANNUAL UNIT PRICE CONTRACT

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SECTION I

INVITATION AND INSTRUCTION TO BIDDERS

- 1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting bids for **Sidewalk & Curb Improvements – Annual Unit Price Contract**. The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding. Sealed bids will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing until 3:00 PM, October 15, 2009, 611 West Jefferson Street - Mezzanine Level, Louisville, Kentucky, 40202. Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

Bids received after the 3PM deadline on Thursday, October 15, 2009 will be unopened.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bids shall be directed to:

Mache' Readus Wright, Project Engineer
444 S. 5th Street Suite 400
Louisville Ky 40202
Email: mache.readus-wright@louisvilleky.gov
Phone: 574-3884

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond the pre-bid conference date as stated in the cover letter (if one is scheduled).

Careful attention must be paid to all requested items contained in this Competitive Sealed Bid (CSB). Bidders are invited to submit bids in accordance with the requirements of this CSB. Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of ninety (90) days from the date of the bid opening.

Submitted bid shall be for a firm, fixed price.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This Competitive Sealed Bid document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Bid to the bidder hereunder. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior

agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. The only terms and conditions acceptable to Metro Government are as outlined in this CSB. Bids containing additional and/or inconsistent terms and conditions will be considered non-responsive and shall be rejected. Purchase or sales agreements, supplied by the bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

- 1.1 Bid Opening: Sealed bids will be accepted in accordance with the instructions detailed in section 1.0. The bid opening is open to the public. The Bidder shall file all documents necessary to support its bid and include them with its bid. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.

SECTION II

GENERAL PROVISIONS

2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2.2 Failure to submit ALL forms and information required in this CSB may be grounds for disqualification.

2.3 Addenda: All addenda, if any, shall be considered in making the bid, and such addenda shall be made a part of this CSB. Before submitting a bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that bid.

2.4 Liability: Metro Government is not responsible for any cost incurred by a Bidder in the preparation of bids.

2.5 Changes/Alterations: Bidder may change or withdraw a bid at any time prior to bid opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted bid which is addressed in the same manner as the bid, and received by Metro Government prior to the scheduled closing time for receipt of bids, will be accepted. The bid, 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".

2.6 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Bidder.

2.7 Bribery Clause: By his/her signature on the bid, Bidder certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

2.8 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the bid. The Metro Government shall not use this information in determining award of a contract hereunder.

2.15 Ambiguity, Conflict or other Errors in CSB: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.

2.16 Agreement to Bid Terms: In submitting this bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this bid. By acceptance of a Contract under this Competitive Sealed Bid, Bidder states that it understands the meaning, intent and requirements of the Competitive Sealed Bids 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 or expenses reasonably covered under these provisions that the Bidder omits from its Bid.

2.17 Cancellation: If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 2.18 Assignment of Contract: The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government 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 Metro Government.
- 2.19 No Waiver: No failure or delay by Metro Government 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 Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.20 Authority to do Business: The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All bids must be signed by a duly authorized officer, agent or employee of the Bidder.
- 2.21 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.22 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 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 Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

COMPETITIVE SEALED BID

SUBMITTED BY:

By signing below you are agreeing to all Louisville-Jefferson County Metro Government Terms & Conditions that are a part of this Request for Bid.
Include this page in your response to this bid.

Firm: HANKA Builders LLC
By: JEAN HANKA *Jean Hanka*
Title: OWNER
E-Mail Address: hankaexcavating@insightbb.com
Address: 1301 PORTLAND AVE. Suite 1
LOUISVILLE, KY 40203
Telephone: 589-6526
Fax: 923-8999
Date: 10-15-09

Metro Louisville Revenue
Commission Number:



Non-collusion Statement:

By my signature below, I, individually and as an agent for the bidder responding to this Request for Bids, certify that neither I, nor the business entity for which I am an agent, nor any other agent for that business entity, have entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this submitted bid. I understand that failure to submit this statement as part of the bidding documents shall make this bid nonresponsive and therefore not eligible for award consideration.

Jean Hanka

Please include a copy of your W-9 with your submitted bid.

This must be submitted prior to the award of a contract.

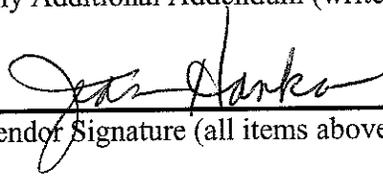
I acknowledge receipt of the following Addendum:

Addendum #1:

Addendum #2:

Addendum #3:

Any Additional Addendum (write in numbers): _____



Vendor Signature (all items above have been read and completed)

SECTION III

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division).** *The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.*

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
 2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
 3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - **\$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be

furnished to the Louisville/Jefferson County Metro Government Department of Purchasing at least 30 days prior to the expiration of any policy(s).

- B. Certificates of Insurance as required above shall be furnished no later than five (5) days after the successful bidder is notified of award by the Division of Purchasing to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

SECTION IV

GENERAL SPECIFICATIONS

A. SERVICES TO BE PROCURED

The persons, firm or corporation with whom Louisville Metro Government contracts with for the purchase of the items listed herein, shall be referred to as "Contractor", and the Louisville Metro Department of Public Works & Assets, shall be herein referred to as "Department".

1. Price Contract for Services

- a. Louisville Metro Government reserves the right to award multiple contracts.
- b. The Department's requests of price contracts for services, involved in furnishing sidewalk construction for the Department.
- c. The quantities listed on the sample problem and the bid tabulations sheet are merely an estimate and are in no way a guarantee of work to be contracted under this agreement. The Department shall be entitled to rely on the unit prices submitted in the bids Work will be awarded as the need arises.

2. Procedures for Awarding Contracts

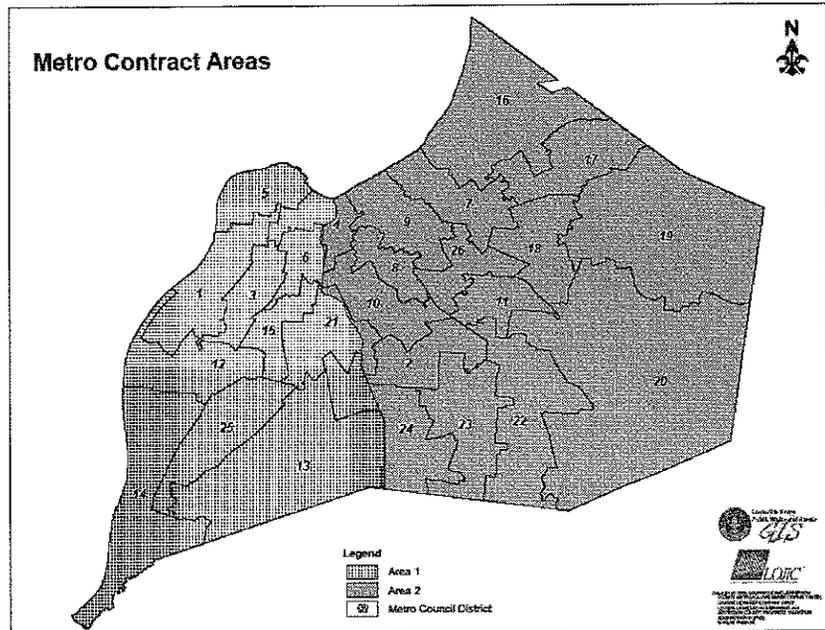
- a. There are two (2) separate Contract Areas (Figure 1), labeled "Metro Contract Areas", Louisville Metro Government reserves the right to adjust the number of contract-areas after bids are received.
- b. There will be a maximum of three (3) contracts awarded for each Contract Area. The contracts will be Primary, Secondary, and/or Tertiary. Louisville Metro Government reserves the right to increase the number of contracts for each contract area.
- c. The contracts shall remain in place for one (1) calendar year, with four (4) option years, provided the Contractor agrees, per terms of this bid.
- d. There will be one (1) different Primary Contractor for each Metro Contract Area. Therefore, the Contractor must identify the preferred Contract Area in his/her bid. However, if the Contractor has no preferred area, then indicate "no preference" in his/her bid.

3. Procedures for Awarding Work

- a. Work will be awarded on an as-needed basis. This means that the work will be awarded segment by segment and the timing of award will vary.
- b. The Department shall notify the Primary Contractor by Fax or email (depending on the Contractor's preference) of the scope of work, and anticipated start & completion dates. It shall be the responsibility of the Contractor to check emails and Faxes. It shall be the responsibility of the Contractor to maintain working fax machines and email addresses.

Within three (3) days of notification, written acceptance of work shall be Faxed or emailed by the Contractor to the Department's telephone number/email-address specified in the scope of work. Written acceptance of work shall include start and completion dates.

Metro Contract Areas
Figure 1.



- c. In the event that the Primary Contractor cannot provide work in a timely manner, or has not responded within the above referenced three (3) day response time, the Department will use the Secondary Contractor automatically (with written notice, FAXED or emailed to the Primary Contractor) to provide work based on the unit prices of the second low bidder in the original bid.

The same three (3) day notification, as stated above, will be in affect for the Secondary contractor. In the event that the Primary or Secondary Contractor cannot provide work in a timely manner the Department will contact the third low bidder based on the unit prices of the third low bidder in the original bid.

- d. The Primary, Secondary, and/or Tertiary Contractor shall provide a valid FAX number and/or email address for communication purposes, as well as the cell phone number of the foreman who will be completing the work. It is the responsibility of the Contractor(s) to update the Department if there is a change in FAX number and/or email address, and phone numbers.
- e. The Department reserves the right to cancel the contract if a contractor does not meet the completion dates agreed upon.

The Department reserves the right to refuse to award additional work to any Contractor for the following reasons:

- (1) The Contractor is behind schedule on any work in progress.
- (2) The Contractor has shown a repeated inability to complete work on schedule with two or more projects, within a one-year period.
- (3) The Contractor has refused to accept work assignments on 3 or more occasions, within a one-year period

4. Extra Work

The Contractor shall perform extra work for which there is no quantity or price in the contract, only when directed to do so, **in writing** by the Department. This extra work will be paid for at a unit price or lump sum to be agreed upon by both Parties.

5. **Notice to Proceed**

Upon written notice to proceed, the Contractor shall begin said work within seven (7) calendar days of that notice and shall complete the work within the time set forth in Paragraph A.3.b of this section. Emergency work shall be done immediately.

6. **Administration and Procedures**

- a. The Contractor shall appoint a Project Supervisor who shall communicate with the Department and endeavor to insure that the requirements of the contract are met.
- b. The Department shall issue to the Contractor a list of addresses or projects that contain the approximate size of the replacement area and special conditions which were observed. Deteriorated areas are marked with paint at each location.
- c. The Contractor shall visit the area(s) issued by the Department and note any variations from the Department's estimate due to: necessary additional work to insure smooth transitions of the walk; deteriorated curb abutting the sidewalk which is to be replaced; addition of handicap ramps at intersections; and, removal of trees or stumps, etc.. (NOTE: removal of trees and/or cutting of tree roots require prior approval by the Department. The Department will respond to the Contractor's request for approval within seven (7) days of receipt).
- d. The Contractor shall leave a letter (included at the end of this section) in the door of each resident whose sidewalk is scheduled for replacement of the following week.
- e. The Contractor must notify the Department of Public Works Inspector-Supervisor, Dan Willen, at 502-574-1587, or the Department's designee, twenty-four (24) hours prior to beginning of each Project.
- f. If the Contractor decides, on his own, to work outside the Department's normal workday (7:30am to 4:30pm, EST, Monday through Friday), the Contractor will be responsible for reimbursing all overtime for inspection of the Project. Inspectors will have forms for approval of the overtime and documentation of times and dates worked. Standard Overtime Rate is \$50.00/hour and Holiday Rate is \$100.00/hour.
- g. The Contractor shall invoice at 30-day intervals. Invoices shall be broken down by address and shall be billed according to unit prices of work in place at each address.

SAMPLE LETTER

DEAR PROPERTY OWNER OF (CONTRACTOR TO FILL IN ADDRESS):

THIS NOTE IS TO LET YOU KNOW WE WILL BE STARTING ON YOUR SIDEWALK REPAIRS FOR THE LOUISVILLE METRO SIDEWALK REPAIR PROGRAM SOMETIME NEXT WEEK. WE WILL TRY NOT TO INCONVENIENCE YOU OR YOUR FAMILY FOR TOO LONG A PERIOD OF TIME. IF YOU HAVE ANY QUESTIONS, OR COMPLAINTS, PLEASE DO NOT HESITATE TO CONTACT US FIRST.

THANK YOU,

(CONTRACTOR NAME
PHONE NUMBER)

(NOTE: This is a sample letter. Actual letter shall be printed on Contractor's letterhead and shall be submitted to the Department of Public Works for approval as to form prior to issuance.)

B. TECHNICAL SPECIFICATIONS

All work is to be in accordance with the current editions of the Louisville-Jefferson County Metro Government Standard Drawings, KYTC Standard Specifications for Road and Bridge Construction, Supplemental Specifications, KYTC Standard Drawings, MSD Specifications, Louisville Water Company Standard Specifications, Louisville Water company Service Rules and Regulations and Standard Drawings, and the Manual on Uniform Traffic Control Devices; unless otherwise specified in the contract Documents. Where any conflicts exist between Division 100 of the Standard Specifications concerning contract administration and metro government procedures, Division 100 of the standard specifications shall apply.

If conditions at the site are found to be different from those indicated by drawings and specifications, or unknown conditions of an unusual nature are disclosed, differing from conditions usually inherent in work of character shown and specified, attention of Louisville Metro Public Works & Assets (hereafter referred to as Public Works) shall be called immediately to such conditions before they are disturbed. Public Works will make such changes in the specifications as they find necessary to conform to different conditions, and any increase or decrease in the cost of work resulting from such changes shall be adjusted.

1. CONCRETE SIDEWALK (4 inches minimum)

New Sidewalks

This specification covers areas where sidewalks are currently nonexistent.

1. All sidewalks shall be constructed as indicated in the Standard Drawings.
2. All concrete shall be "ready mix" Class A 3500 PSI. The following is a clarification of how "Ready Mix" concrete is defined. These methods of "Ready Mixed" concrete are the only methods that will be accepted for this program.

Ready Mixed concrete is proportioned and mixed off the project site and is delivered to the construction area in a freshly mixed and unhardened state. It can be manufactured by any of the following methods:

- a. Central mixed concrete is mixed completely in a stationary mixer and is delivered either in a truck agitator, a truck mixer operating at agitating speed, or a special non-agitating truck.
 - b. Shrink-mixed concrete is mixed partially in a stationary mixer and completed in a truck mixer.
 - c. Truck-mixed concrete is mixed completely in a truck mixer, which can usually hold 7 to 10 cubic yards of concrete.
3. **All Forms shall be 4" minimum. Anything less than 4" is unacceptable.**
 4. Area should be excavated to allow for 4" of #57 stone to be placed under forms. Scores and edges shall be neatly tooled and the surface shall be checked with a 10-foot straight edge and any irregularities of more than 1/4 inch shall be eliminated. All edges shall be rounded to a 1/4 inch radius. The edges of the sidewalk at all expansion joints shall be rounded with an approved edging tool to a 1/4 inch radius.
 5. Construction joints will be placed at a maximum spacing of 5 feet. The joint groove shall have a minimum depth of not less than one (1) inch.
 6. Expansion joints shall be placed to separate the sidewalk from walls, columns, concrete driveways, light poles and other points of restraint.
 7. After the concrete has set sufficiently, forms, when used, shall be removed and areas adjacent to the concrete shall be backfilled. The earth shall be compacted and graded in a satisfactory manner.

Payment at the Contract unit prices per square yard shall include earth excavation, any additional excavation or preparation necessary to ensure stability and continuous slope with existing sidewalk, any cutting of tree roots, sodding or seeding of all disturbed areas, utility cap adjustment, saw-cutting, addition of 4" of #57 stone-base, forming, installation of expansion material, installation of 4" of concrete, finishing, curing, backfilling, job clean up, traffic control, relocating signs (when needed) and any other items not listed which are incidental to the work, all complete..

Sidewalk Replacement

Sidewalks shall be constructed with the same specifications as listed above for new sidewalks. Payment at the Contract unit prices per square yard shall include removal of existing concrete sidewalk, any additional excavation or preparation necessary to ensure stability and continuous slope with existing sidewalk, any cutting of tree roots, sodding or seeding of all disturbed areas, utility cap adjustment, saw-cutting, addition of 4" of #57 stone-base, forming, installation of 4" of concrete, finishing, curing, backfilling, installation of expansion material, job clean up, traffic control, relocating signs (when needed) and any other items not listed which are incidental to the work, all complete.

NOTE

The Department retains the right to perform a slump and cylinder test at each job site. For acceptable slump and cylinder ranges, refer to the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, Current Edition, and addendum, thereof. Concrete cannot be poured if Standards have not been met.

2. HEXAGONAL PAVER SIDEWALK

New

This price includes (per square yard) earth excavation, seeding of all disturbed areas, utility cap adjustments, installation of concrete, sand, and pavers, backfilling, saw cutting (if necessary), traffic control, relocating signs (when needed), and job clean-up, all complete. Pavers shall be installed as follows: subgrade shall be firmly compacted, concrete (class A, 3500 psi) shall be poured two inches thick, and one inch of leveling course fine sand shall be applied before setting pavers.

Replacement

The price shall include the removal of existing sidewalk, additional earth excavation, preparation necessary to ensure stability and continuous slope with existing sidewalk, any cutting of tree roots (unless tree removal is directed by the Arborist), sodding or seeding of all disturbed areas, utility cap adjustment, saw-cutting, addition of #57 stone-base, forming, installation of concrete, finishing, curing, sealer, backfilling, installation of expansion material, job clean up, traffic control, relocating signs (when needed) and any other items not listed which are incidental to the work, all complete. Installation will be as per the attached drawing. Hexagonal pavers to be supplied by the contractor.

3. BRICK SIDEWALK

New or Replacement

All materials provided shall be new and first class quality, except where specified in the Specifications, and/or Addenda. Glen No. 57 crushed limestone shall be provided by the Contractor for the base of all brick walkways as set forth per the Specifications. Clean river sand shall be provided by the Contractor for the leveling course under all brick walkways as set forth per the Specifications. Brick pavers shall be GlenGery Paving Brick No. 52DD (molded) as manufactured by GlenGery Brick, Inc., 1166 Spring Street, Wyomissing, Pennsylvania 19610-6001, telephone (215) 374-4011 and available through Modern Concrete Supply Company, 2304 Ralph Ave, Louisville, KY, telephone (502)448-1780 or approved equal. Paving brick to be size 4"x8"x2 1/4" and to be within the range as classified under the American Society for Testing and Materials (ASTM) design C902 and of deep red color. Brick pavers to be supplied by the Contractor.

The contractor shall excavate the area of brick walkway construction to proper grade and compact the earth sub-base to 96% maximum density at optimum moisture content and establish proposed grades. Subgrade drain facilities shall be constructed prior to construction of the clean crushed limestone base, also to proper elevation. The clean crushed stone base shall be vibrated into place with a vibratory plate compactor. Upon completion of the clean crushed stone base, the contractor shall install the brick edge to the walkway by placing the brick on end, face parallel to walkway and constructing concrete backer with continuous bar. The brick edge shall be placed in straight rows or radius curbs so as to form a frame for the brick walkway. Upon completion of the brick edge, the Contractor shall install the one inch (1"0 deep sand leveling course, within the walkway area and screed the sand leveling course to proper grade. Upon completion of the sand leveling course, the Contractor shall place the brick in the walkway area in a herringbone pattern and saw cutting clean edges of the brick occurring adjacent to the brick border. The flat brick shall be laid 1/4" high and upon completion shall be vibrated into place level with the brick edge so as to create a plain surface. Upon completion of the brick placement, joints shall be filled with a one (1) part cement to six (6) parts sand mix. The cement-sand mix shall be uniformly spread over the brick walkway surface and thoroughly swept into the joints of the brick walkway so as to fill the joints completely leaving no voids in the joints. Upon completion of the brick filling process, all residue shall be collected from the walkway surface and an acid rinse of one (1) part muratic acid to ten (10) parts portable water shall be washed over the walkway surface so as to remove all residue and/or stains. The wash process shall be repeated until all residue or stains are completely removed. Upon completion of all work, the Contractor shall remove all debris and leave the site clean. Sodding and seeding of all disturbed areas, utility cap adjustment, forming, installation of concrete, finishing, curing, backfilling, sawcutting (if necessary), traffic control, relocating signs (when needed), job cleanup and any other items not listed which are incidental to the work, all complete.

4. SIMULATED LIMESTONE (HISTORIC) SIDEWALK

This price is for construction of sidewalk using the special mix specified in the Standard Drawings for simulated limestone. This is a sand-grout mix design. The key to the final product is the light spray wash (water) undertaken at the proper time – a field decision. Pricing is inclusive of earth excavation, DGA (dense grade aggregate), sodding of disturbed grassy areas, utility cap adjustments, forming, installation of concrete, finishing, curing, backfilling, saw cutting (if necessary), traffic control, relocating signs (when needed), and job clean-up, all complete.

5. CENTRAL BUSINESS DISTRICT SIDEWALK

This price is for construction of sidewalk (per square yard) as noted in the Standard Drawings, including earth excavation, DGA (dense grade aggregate), sodding of disturbed grassy areas, utility cap adjustments, forming, installation of concrete, finishing, curing, backfilling, saw cutting (if necessary), traffic control, relocating signs (when needed), and job clean-up, all complete.

6. CURB REPLACEMENT

This item is to be used only if it is an integral part where existing curb directly abuts sidewalk that is to be replaced and curb is too deteriorated to allow for installation of new sidewalk. Installation of curbing will be measured and paid per linear foot.

CONCRETE HEADER CURB (6") – The price shall include removal of existing curb, additional excavation, saw cutting (if necessary), forming, concrete installation, sodding or seeding of disturbed area, traffic control, relocating signs (when needed) and any other items not listed are incidental to the work. Curb will only be paid when poured separate from drive or sidewalk, with expansion material placed against the walk. Standard header curb may be replaced with median curb. All concrete curb shall meet the requirements of the Standard Drawings.

CONCRETE CURB AND GUTTER – The price shall include removal of existing curb additional excavation, saw cutting (if necessary), forming, concrete installation, sodding or seeding of disturbed area, traffic control, relocating signs (when needed) and any other items not listed are incidental to the work. Curb will only be paid when poured separate from drive or sidewalk, with expansion material placed against the walk. All concrete curb and gutter shall meet the requirements of the Standard Drawings.

SIMULATED LIMESTONE HEADER CURB – The price shall include removal of existing curb and additional excavation, saw cutting (if necessary), forming, concrete installation, sodding or seeding of disturbed area, traffic control, relocating signs (when needed), and any other items not listed which are incidental to the work, all complete. Curb will only be paid when poured separate from drive or sidewalk, with expansion material placed against the walk. Simulated limestone header curb per Standard Drawing Number 201-2.

7. HANDICAP CURB CUT RAMP: TYPE 1, 2, 3 & 4

This price includes saw cutting, excavation, forming, installation of concrete, installation of rubberized detectable warning surfaces*, finishing, curing, backfilling, traffic control, relocating signs (when needed), job clean-up and any other items not listed which are incidental to the work, all complete. This item is priced out separately for cases where 1) ramp is installed as a separate project, and 2) ramp is installed as part of a sidewalk project. (Drawings attached to the end of Section IV)

Where ramp is installed as a separate project, this price includes removal of existing sidewalk (where necessary for ramp installation), excavation, compaction, utility cap adjustment, forming, installation of concrete, installation of ramp detectors* ,finishing, and curing, backfilling, saw cutting (where necessary), seeding or sodding of all disturbed areas, clean up, and incidental items, all work complete.

* **All sidewalk ramps which require detectable warning surfaces** will have to comply with the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, Current Edition, and addendum, thereof. (Drawing attached to the end of Section IV) 2 types will be allowed by Metro Government, one will be for the concrete pavers and the other for the plastic cast in place.

8. CONCRETE DRIVEWAY APPROACH 6"

Replacement

All driveways shall be constructed per Standard Drawings. The price shall include earth excavation, seeding of all disturbed areas, #57 Stone Base, utility cap adjustments, forming, installation of concrete as indicated in the Standard Drawings, finishing, curing, sealer (in accordance with the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, Current Edition, and addendum, thereof) backfilling, saw cutting (if necessary), traffic control, relocating signs (when needed) and job clean-up, all complete.

All concrete shall be "ready mix" Class A 3500 PSI. Scores and edges shall be neatly tooled and the surface shall be checked with a 10' foot straight edge and any irregularities of more than 1/2 inch shall be eliminated. All edges shall be rounded to 1/4 inch radius. The edges of the sidewalk at all expansion joints shall be rounded with an approved edging tool to a 1/4 inch radius.

After the concrete has set sufficiently, forms, when used, shall be removed and areas adjacent to the concrete shall be backfilled. The earth shall be compacted and graded in a satisfactory manner.

9. REMOVAL OF TREES

This price includes cutting and removal from site of trees and stump and all work complete. Tree and stump shall be removed to a point 2'-6" below grade. The void created by stump removal shall be filled and compacted with soil to original grade. Cost of such backfilling and compaction shall be incidental to this item.

10. REMOVAL OF STUMPS

This price includes the grinding, cutting or excavation and removal from site of tree stump and work complete. Stump shall be removed to a point 2'-6" below grade. No payment shall be made for stump removal when payment is made under Removal of Trees. The void created by stump removal shall be filled and compacted with soil to original grade. Cost of such backfilling and compaction shall be incidental to this item.

11. GRAVITY BLOCK WALL

This price shall include all labor, material and equipment required to install a gravity block wall. Wall shall be constructed with Anchor Wall Systems Diamond Beveled Unit or equal as approved by Project Manager. Price shall be inclusive of preparation of base. Wall shall be constructed as described in Segmental Retaining Wall Installation Guide which is published by the National Concrete Masonry Association (1996). Color shall be selected on a per project basis by the Project Manager.

Payment shall be made on a square foot basis (length x height).

Cap for Gravity Block Wall shall be priced separately per lineal foot. Decision to use cap will be on a project by project basis by the Project Manager.

12. ADJUSTING MANHOLE AND CATCH BASIN FRAMES

This price is inclusive of any excavation, materials and other items incidental to either physically raising or lowering manhole and/or catch basin frames, all complete.

13. NEW CATCH BASIN AND STREET INLETS

This price is inclusive of the catch basin and street inlet (either pre-cast or poured as noted in the Standard Drawings) installation, all complete, including stub out for lead lengths, casting and grates, excavation, setting and backfill around the basin, as well as any other item necessary to render the catch basin all complete.

14. CONCRETE RETAINING WALLS

This price includes (per cubic yard of concrete poured) all cost of excavation, forming, concrete installation, finishing, curing, backfilling, saw cutting if necessary and job clean-up, all complete. Any reinforcing steel is considered incidental.

15. SAW CUTTING (ASPHALT OR CONCRETE)

Saw cutting shall be computed in terms of linear feet of cut. Saw cutting will only be paid as a separate item if it is **not inclusive** to any other item in these specifications.

16. NEW ASPHALT (IN PLACE)

Furnish and install Class I surface mix asphalt overlays on street or alleys after priming and sealing subgrade. This item will be installed by paving machine or spreader box. Bituminous tack coat shall be required and cost thereof shall be incidental to asphalt. Material and installation shall conform to appropriate sections of the Kentucky Department of Transportation, Standard Specifications for Road and Bridge Construction. Asphalt shall be rolled in place. Tamping will not be accepted as approved finish. The unit price is based on tons of asphalt used and the fact that all work is complete.

17. MASS EARTH FILL

The price shall include all labor, material and equipment required to complete earth fill. Compaction shall meet 90% Standard Proctor. Payment shall be made for each cubic yard of fill in place.

18. TOPSOIL

This price shall include all labor, material and equipment required to provide acceptable topsoil. Payment shall be made for each cubic yard of topsoil placed.

19. SEEDING AND PROTECTION

This price shall include all labor, material, and equipment required to place seeding and protection in accordance with Section 212.06 of the Kentucky State Specifications for Road and Bridge Construction.

20. STRAW BLANKET PROTECTION

This price shall include all labor, material, and equipment required to place seeding and protection in accordance with Section 212.06 of the Kentucky State Specifications for Road and Bridge Construction.

21. SOD

Sod shall be at least 90 percent good quality Kentucky Bluegrass, strongly rooted, and free of weeds. All areas to be sodded shall be free of any weed or plant growth, or other debris. Sod shall be measured and paid by square yard and shall be the actual surface measurement of sod laid. Price shall be inclusive for furnishing, hauling, placing, tamping and watering the sod.

22. HANDRAIL

New handrail shall be constructed to meet KYTC Standard Specifications. Handrail shall receive two coats rust proof primer, and two coats semi-gloss black enamel. Payment shall be on a linear foot basis and shall include all materials, equipment, labor and incidentals necessary to accomplish the work, complete and installed in place including painting.

23. PIPE - SDR 35 PVC

This price includes (per linear foot of pipe) all cost of furnishing, bedding, laying, jointing, backfilling, compaction and testing of 6" PVC drainage pipe, job clean-up and any other items not listed which are incidental to the work, all complete.

24. MAINTENANCE OF TRAFFIC

The Bidder understands and agrees to furnish and properly maintain all barricades, warning signs, delineators, vertical panels and other traffic control devices in strict accordance with the Manual of Uniform Traffic Control Devices. Please note that payment for any signs, DGA, etc required to maintain traffic is incidental to the contract.

Where applicable, one-lane traffic operation shall be permitted between 9:00 a.m. and 3:00 p.m., Monday through Friday and during working hours on the weekends. The Contractor shall place signs and use flaggers as directed in the MUTCD and the KYTC Standard Drawings during periods of one lane traffic.

Two-lane (one-lane each direction) traffic shall be maintained at all other times

25. MOBILIZATION

A Mobilization Price shall be included for projects with an estimated total price of \$2,500.00 or less. One "Project" can include can consist of a group of small projects in a contract-area that add up to one total estimated price. The Mobilization Price shall include all work necessary to move personnel, equipment, supplies, and incidentals to the project site.

26. BUS PAD

Bus Pads shall be installed according to Louisville Metro Public Works Standard Drawings. The price shall include earth excavation, seeding of any disturbed areas, #57 Stone-base, utility cap adjustments, forming, installation of concrete as indicated in the Standard Drawings, finishing, curing, backfilling, saw cutting (if necessary), traffic control, relocating signs (when needed) and job clean-up, all complete.

27. GENERAL WARRANTY

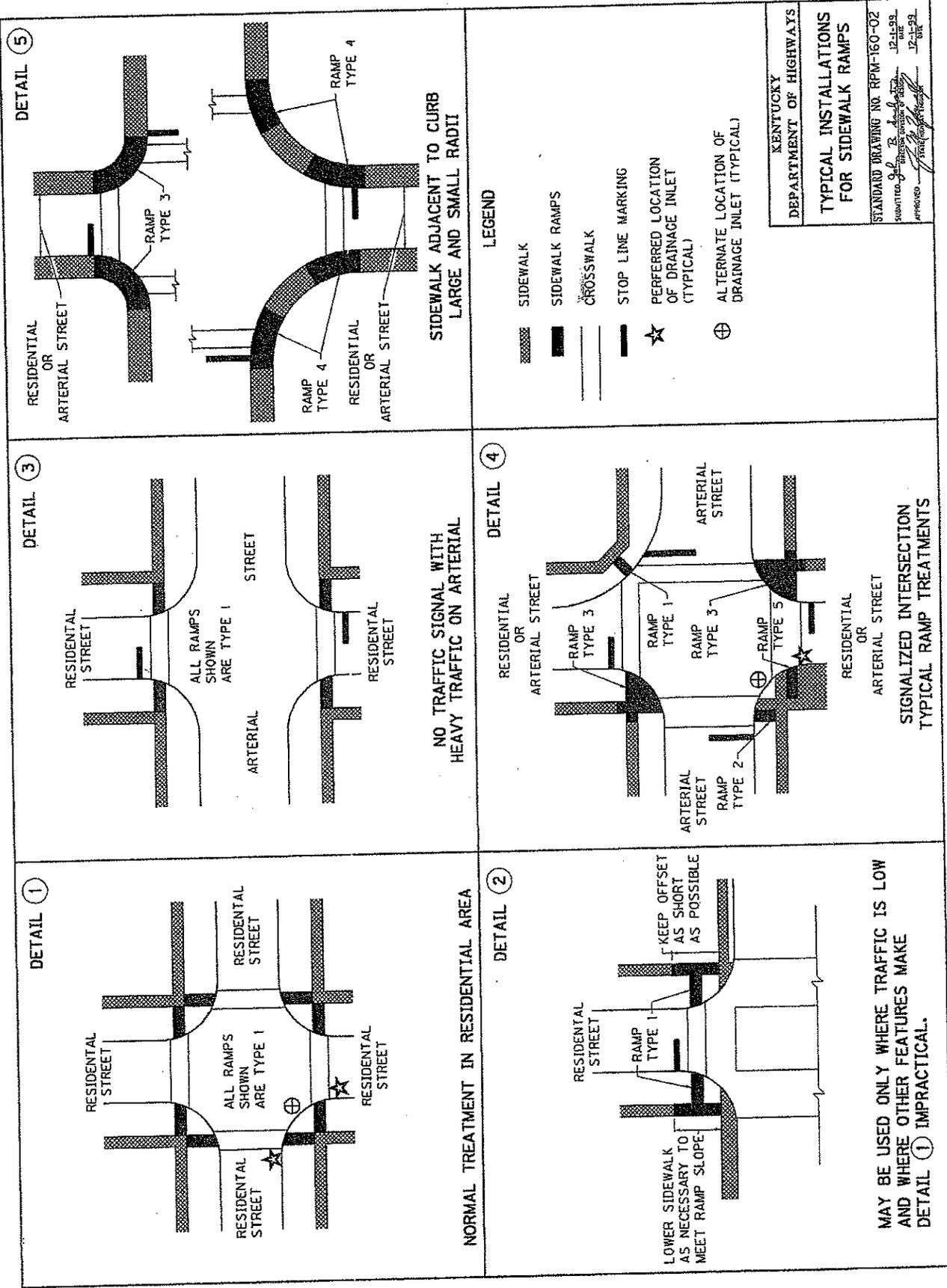
A. The Contractor warrants to Metro that materials and equipment furnished by the Contractor under the

contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Metro the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- B. The Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the work in accordance with the Contract Documents:
 - i. Observations by the Project Manager
 - ii. Payment by Metro
 - iii. Use or occupancy of any part of the work by the Metro
 - iv. Any inspection, test or approval by others; or
 - v. Any correction of defective Work by Metro
- C. Failure on the part of Metro to insist on strict performance by the Contractor of any provision of this Contract is not a waiver of Metro's rights and/or remedies, nor shall it relieve the contractor from performing any subsequent obligations strictly in accordance with the terms of this Contract.
- D. Metro may, at its option, waive compliance with any particular Contract requirement. No waiver shall be effective unless in writing and signed by both Metro and the Contractor. Written waivers shall be limited to the specified provisions of this Contract specifically referred to herein, and shall not be deemed a waiver of any other provisions. The written waiver shall not constitute a continuing waiver unless it states otherwise.
- E. All work shall be warranted for two (2) years form the date of Final completion unless specified otherwise. Paved surfaces and restoration of structures will be warranted for five (5) years.

28. SPECIAL REQUIREMENTS

All contractors must be prequalified either with KYTC or with Louisville Metro.



DETAIL 5

DETAIL 3

DETAIL 1

DETAIL 4

DETAIL 2

SIDEWALK ADJACENT TO CURB
LARGE AND SMALL RADII

NO TRAFFIC SIGNAL WITH
HEAVY TRAFFIC ON ARTERIAL

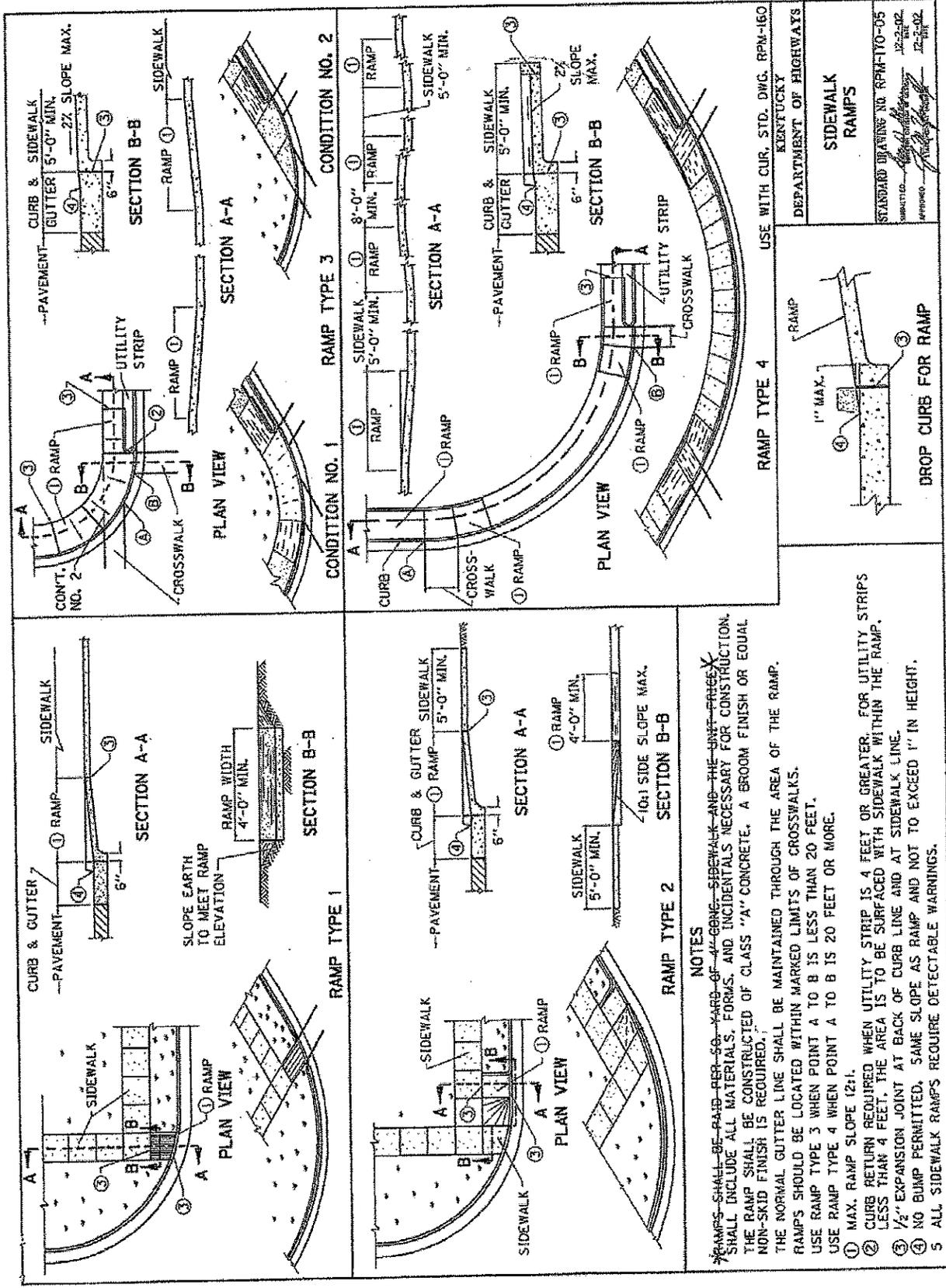
NORMAL TREATMENT IN RESIDENTIAL AREA

MAY BE USED ONLY WHERE TRAFFIC IS LOW
AND WHERE OTHER FEATURES MAKE
DETAIL 1 IMPRACTICAL.

LEGEND

- ▨ SIDEWALK
- ▬ SIDEWALK RAMP
- ▬ CROSSWALK
- STOP LINE MARKING
- ★ PREFERRED LOCATION OF DRAINAGE INLET (TYPICAL)
- ⊕ ALTERNATE LOCATION OF DRAINAGE INLET (TYPICAL)

KENTUCKY
DEPARTMENT OF HIGHWAYS
**TYPICAL INSTALLATIONS
FOR SIDEWALK RAMP**
STANDARD DRAWING NO. RFW-160-02
SUBMITTED BY *[Signature]* DATE 12-1-99
APPROVED BY *[Signature]* DATE 12-1-99



NOTES

* RAMP SHALL BE PAID PER 50 YARD OF 4" CONC. SIDEWALK AND THE UNIT PRICE SHALL INCLUDE ALL MATERIALS, FORMS, AND INCIDENTALS NECESSARY FOR CONSTRUCTION. THE RAMP SHALL BE CONSTRUCTED OF CLASS "A" CONCRETE, A BROOM FINISH OR EQUAL NON-SKID FINISH IS REQUIRED.

THE NORMAL GUTTER LINE SHALL BE MAINTAINED THROUGH THE AREA OF THE RAMP. RAMP SHOULD BE LOCATED WITHIN MARKED LIMITS OF CROSSWALKS.

USE RAMP TYPE 3 WHEN POINT A TO B IS LESS THAN 20 FEET.

USE RAMP TYPE 4 WHEN POINT A TO B IS 20 FEET OR MORE.

① MAX. RAMP SLOPE 12%.

② CURB RETURN REQUIRED WHEN UTILITY STRIP IS 4 FEET OR GREATER, FOR UTILITY STRIPS LESS THAN 4 FEET, THE AREA IS TO BE SURFACED WITH SIDEWALK WITHIN THE RAMP.

③ 1/2" EXPANSION JOINT AT BACK OF CURB LINE AND AT SIDEWALK LINE.

④ NO BUMP PERMITTED, SAME SLOPE AS RAMP AND NOT TO EXCEED 1" IN HEIGHT.

⑤ ALL SIDEWALK RAMP REQUIRE DETECTABLE WARNINGS.

* RAMP SHALL BE PAID FOR INDIVIDUALLY (See Bid Sheet)

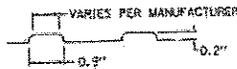
SPECIAL NOTE FOR DETECTABLE WARNINGS FOR SIDEWALK RAMP

This Special Note will apply when indicated on the plans or in the proposal.

1.6 DESCRIPTION. Install detectable warnings at all sidewalk ramps.

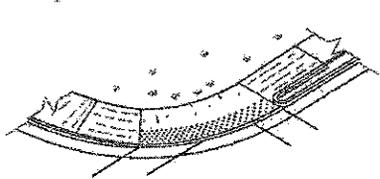
2.8 MATERIALS. Furnish pavers that comply with one of the following specifications: ASTM C 936, ASTM C 502 Class SX - Type I, or ASTM C 1272 - Type R or F. Use pavers having a minimum thickness of 2 inches and truncated domes at the nominal dimensions shown below. Ensure their color is homogeneous throughout the paver and contrasts visually with adjoining surfaces, either light-on-dark or dark-on-light. The Department will allow either yellow or red as colors.

TRUNCATED DOME PROFILE

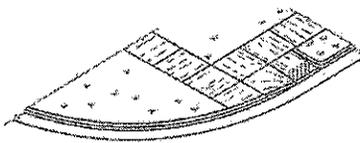


3.0 CONSTRUCTION. Install detectable warnings that extend the full surface width and a minimum length of 2 feet up the ramp. If a walkway crosses or adjoins a vehicular way, and the pedestrian walking surface is not separated by curbs, railings, or other elements, define the boundary between the areas with a continuous 3-foot minimum width detectable warning. Install detectable warning pavers as shown below and according to manufacturer's recommendations.

TYPICAL PLACEMENT BLENDED TRANSITIONS



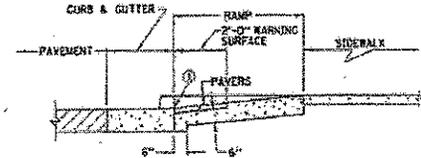
TYPICAL PLACEMENT PERPENDICULAR CURB RAMP



TYPICAL PLACEMENT PARALLEL CURB RAMP



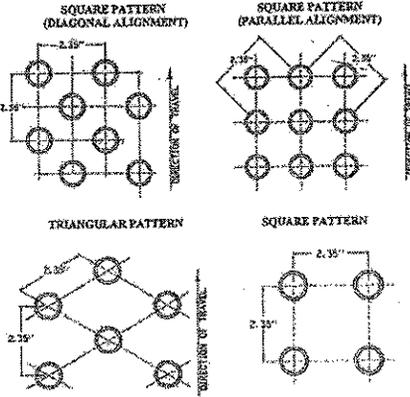
TYPICAL DETECTABLE WARNING INSTALLATION



① DETECTABLE WARNING SURFACE BEGINS AT BACK OF CURB.

4.0 MEASUREMENT AND PAYMENT. The Department will not measure Detectable Warnings or their application for payment and will consider them incidental to Concrete Sidewalk.

March 1, 2004



①

②

①

SECTION V

EVALUATION CRITERIA

The bids received pursuant to this Competitive Sealed Bid will be evaluated on the following selection criteria:

Price 100%

The bids will be evaluated on the basis of the lowest responsive bid. It is Metro's intent to select two Primary Contractors, one for each area. The lowest responsive bid will have choice of area. The next lowest responsive bid will be selected for the remaining area. Secondary and/or Tertiary Contracts for each area will be awarded based on the next lowest responsive bidder after selection of the Primary Contractors.

**BID SHEET A
UNIT PRICES
SIDEWALK IMPROVEMENTS**

ITEM	SAMPLE QUANTITY	UNITS	UNIT PRICE	AMOUNT
1. New Concrete Sidewalk 4" For areas where sidewalks do <u>not</u> currently exist	175	SY @	\$ _____ =	\$ _____
2. Sidewalk Replacement	200	SY @	\$ _____ =	\$ _____
3. Special Sidewalks				
a) Hexagon Pavers Sidewalks – New*	150	SY @	\$ _____ =	\$ _____
b) Hexagon Pavers Sidewalks – Replacement	150	SY @	\$ _____ =	\$ _____
c) Brick Sidewalks - New*	150	SY @	\$ _____ =	\$ _____
d) Brick Sidewalks - Replacement	150	SY @	\$ _____ =	\$ _____
e) Central Business District Sidewalks – New*	150	SY @	\$ _____ =	\$ _____
f) Central Business District Sidewalks - Replacement	150	SY @	\$ _____ =	\$ _____
g) Simulated Limestone (Historic) Sidewalk – New*	150	SY @	\$ _____ =	\$ _____
h) Simulated Limestone (Historic) Sidewalk Repl. * For areas where sidewalks do <u>not</u> currently exist	150	SY @	\$ _____ =	\$ _____
5. Standard Header Curb	150	LF @	\$ _____ =	\$ _____
6. Concrete Curb & Gutter	200	LF @	\$ _____ =	\$ _____
7. Limestone Curb	100	LF @	\$ _____ =	\$ _____
8. Simulated Limestone (Historic) Curb	100	LF @	\$ _____ =	\$ _____
9. Handicap Curb Cut Ramp				
<u>Type 1</u>				
--Ramp w/ cast in place detector	4	EA @	\$ _____ =	\$ _____
-- Ramp w/ paver detectors	4	EA @	\$ _____ =	\$ _____
<u>Type 2</u>				
--Ramp w/ cast in place detector	4	EA @	\$ _____ =	\$ _____
- Ramp w/ paver detectors	4	EA @	\$ _____ =	\$ _____
<u>Type 3</u>				
--Ramp w/ cast in place detector	4	EA @	\$ _____ =	\$ _____
- Ramp w/ paver detectors	4	EA @	\$ _____ =	\$ _____
<u>Type 4</u>				
--Ramp w/ cast in place detector	4	EA @	\$ _____ =	\$ _____
- Ramp w/ paver detectors	4	EA @	\$ _____ =	\$ _____
Total unit costs Bid Sheet B - 1 thru 9			\$ _____	

ITEM	SAMPLE QUANTITY	UNITS	UNIT PRICE	AMOUNT
10. Concrete Driveway Approach (6")	24	SF @	\$ _____ =	\$ _____
11. Gravity Block Wall	250	SF @	\$ _____ =	\$ _____
12. Cap for Gravity Block Wall	85	LF @	\$ _____ =	\$ _____
13. Concrete Retaining Wall	20	CY @	\$ _____ =	\$ _____
14. Tree / Stump Removal				
-6" - 24" diameter (w/ stump)	3	EA @	\$ _____ =	\$ _____
-over 24" diameter (w/ stump)	2	EA @	\$ _____ =	\$ _____
-removal of stumps	2	EA @	\$ _____ =	\$ _____
15. New Asphalt in Place (Exclusive of Technical Specification, paragraph A) 0-20 tons per work order	50	TN @	\$ _____ =	\$ _____
16. Topsoil	50	SY @	\$ _____ =	\$ _____
17. Seeding and Protection (Exclusive of Technical Specification, paragraph A)	50	SY @	\$ _____ =	\$ _____
18. Sod	30	SY @	\$ _____ =	\$ _____
19. Saw-cutting (Exclusive of Technical Specification, paragraph A)	100	LF @	\$ _____ =	\$ _____
20. Adjust Manhole and Catch Basin Frame (Exclusive of Technical Specification, paragraph A)	1	EA @	\$ _____ =	\$ _____
21. New Catch Basins/Street Inlets	1	EA @	\$ _____ =	\$ _____
22. Drain Under Sidewalk	1	EA @	\$ _____ =	\$ _____
23. Mass Earth Excavation	100	CY @	\$ _____ =	\$ _____
24. Mass Earth Fill	30	CY @	\$ _____ =	\$ _____
25. Pipe - SDR 35 PVC – 6 inch diameter	40	LF @	\$ _____ =	\$ _____
26. Handrail	50	LF @	\$ _____ =	\$ _____
27. Mobilization (for projects totals of \$2500 or less)	1	EA @	\$ _____ =	\$ _____
28. Bus Pad	1	EA @	\$ _____ =	\$ _____

Total unit costs Bid Sheet B - 10 thru 28

\$ _____

Total Bid Sheet B – Items 1 through 28

\$ _____

BID SHEET B
BID PROPOSAL SUMMARY

Please include of list of previous projects with Louisville Metro, Other Government Agencies, or Developers providing scope and size of project as they relate to sidewalk and curb construction

Circle Preferred Contract Bid Area, or circle “no preference”.*

1 2 “no preference”

**The Contractor will be considered as Primary Contractor in one (1) Metro Contract Area. If the Contractor has no preferred area, then circle “no preference”.*

HANKA BUILDERS, LLC

Major contracts awarded within the past five years:

Office Depot on State Street in New Albany, Indiana

Performed work as a subcontractor for:

B&B Contractors & Developers Inc

2781 Salt Springs Road

Youngstown, OH 44509-1035

Awarded August 2005

Completed October, 2005

\$44,235.00

Poured pads, walls, trenching & etc.

Contact person Jon Licklider

Dr. Tom Lehmann

Poured retaining wall at 1801 Mayo Lane

\$7300.00

October, 2008

Dr. Rob Blok

Memphis, Indiana

Barn restoration

June, 2005

Frito Lay Warehouse

2121 Plantside Drive

Louisville, KY 40299

Various work: Concrete pads, shelving, demo & construction, etc.

Contact person Ken Thomas

Henderson Services LLC

4502 Poplar Level Road

Louisville, KY 40213

Various work: Concrete pads, curb pole bases, trenching, etc.

Contact person Ron Weckman or David True

Advanced Electrical Systems Inc
P.O. Box 36503
Louisville, KY 40233
Various work: Trenching, concrete pads, pole bases, etc.
Contact person Roger Brewer or Jim Strange

Bloom Elementary
Subcontractor
Contact person Jon Lickliter
Awarded August, 2005
Demo, sitework & concrete
\$73,000.00

Jacob Bus Compound
Subcontractor
Contact person Jon Lickliter
Awarded May, 2005
Completed April, 2005
Sitework, trenching, footers, curbs, grading, pole bases& foundation
\$398,000.00

Christ Lutheran Church
9212 Taylorsville road
Louisville, KY 40299
Church Demolition
\$7,700.00
June, 2009 2 weeks
Contact person Jon Lickliter

LB Masonry
1712 Riverside Drive
Prospect, KY 40059
Various work Concrete walls, sitework, concrete pads, footers, foundations
Contact person Louie Berger

Metro Government

Bardstown Road Streetscape

Replace of curbs, sidewalks, trees, pavers, etc.

\$1,090,000.00

5/09

Project Manager, Drew Shryock

574-1560

Mellwood Avenue Streetscape

Replacement of sidewalks & curbs

\$66,300.00

6/05

Project Manager, Drew Shryock

574-1560

Fairdale Streetscape

Replacement of sidewalks & curbs

\$81,500.00

1/06

Project Manager, Drew Shryock

574-1560

Dixie Highway Streetscape

Replacement of sidewalks & curbs, landscaping

\$140,000.00

1/07

Project Manager, Drew Shryock

574-1560

Hazelwood Sidewalk Project

Replacement of sidewalks & curbs

\$36,500.00

4/07

Project Manager, Mojgan Taghizadeh

574-3873

Hazelwood Sidewalk Project

Awarded January, 2007

Completed March, 2007

\$45,651.00

Replacement of sidewalks & curbs

Project Manager, Mojgan Taghizadeh

574-3873

Scottsdale Sidewalk Project
Awarded June, 2008
Completed October, 2008
\$65,100.00
Replacement of sidewalk & curbs
Project Manager, Mojgan Tahizadeh
574-3873

District 4 Brick Replacement
Awarded April, 2009
Completed July, 2009
Replacement of curbs, pavers & handicapped ramps
\$25,000.00
Project Manager Mojgan Taghizadeh

We have an annual contract with Metro Government for sidewalk repairs & have completed various jobs at various locations. The Project Managers for the various jobs are Mache' Readus Wright (574-3884) & Mojgan Taghizadeh.

Long Run Golf Facility
\$38,000.00
April, 2008
June, 2008
Construction golf cart facility, footers, sitework
Contact person Mark Dutrow
City Parks Department

Metro Government
Glenmary Berm Project
\$109,500.00
November, 2007
May, 2008
Sitework, landscaping, trenching
Contact person Chris Phillips

Metro Government
Wilson Avenue Demolition Project
Awarded October, 2005
Completed January 2006
\$123,000.00
Demo & remove buildings, sitework, grading
Contact person Dennis Minks

Louisville Bats - Slugger Field
Director of Stadium Operators
401 E. Main Street
Louisville, KY 40202
Various work Walls, concrete replacement, footers
Contact person Scott Shoemaker

Marine Electric
P.O. Box 3319
Louisville, KY 40201
Various work : Trenching, pole bases footers, etc
Contact person Mike Karem

Mt. St. Francis
101 St. Anthony Drive
Mt. St. Francis, IN 47146
Replace (3) sets of steps & hand railing
June, 2009 3 weeks
\$36,500.00
Contact person George Scholl

Hy-Jack, Inc.
366-1257
Various work: Walls, foundations, concrete pads, sidewalks, demolition, sitework, trenching, etc.

Metro Government:
We have an annual contract with Metro Government to bid on jobs for various work

Metro Government
We did various demolition work for Metro Government until 2007, at that time work was put out for bid & awarded to one company



ADDENDUM No. 1

TO: All Proposers
FROM: Metro Purchasing
BID: 1914: Sidewalk & Curb Improvements
DATE: October 14, 2009

1. The attached information should be acknowledged in the bid documents.
2. The open date has changed. The new open date is Friday, October 16, 2009 at 3:00PM, due in Purchasing, located at 611 W. Jefferson Street, Louisville, KY 40202.

All addenda must be acknowledged in bid submission

ORIGINAL

SIDEWALK & CURB IMPROVEMENTS
ANNUAL UNIT PRICE CONTRACTS
ADDENDUM #2
October 14, 2009

1. **Bid Opening Date:** Friday, October 16, 2009, 3:00PM

2. **Bid Sheets**
The Bid Sheets have been updated for Clarification.
Item 7, Limestone Curb, is eliminated.
The **Total Bid** will equal the Total Dollar Amounts for items 1 through 26
Please submit the Updated Bid Sheets as your "Bid"

3. **Technical Specification, Paragraph # 8, Concrete Driveway Approach, will also include removal of the existing driveway.** The new paragraph is below. The changes are in **bold letters and underlined**.

CONCRETE DRIVEWAY APPROACH 6"

Replacement

*All driveways shall be constructed per Standard Drawings. The price shall include **removal of existing driveway approach**, and shall include any earth excavation, seeding of all disturbed areas, #57 Stone Base, utility cap adjustments, forming, installation of concrete as indicated in the Standard Drawings, finishing, curing, sealer (in accordance with the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, Current Edition, and addendum, thereof) backfilling, saw cutting (if necessary), traffic control, relocating signs (when needed) and job clean-up, all complete.*

All concrete shall be "ready mix" Class A 3500 PSI. Scores and edges shall be neatly tooled and the surface shall be checked with a 10' foot straight edge and any irregularities of more than 1/2 inch shall be eliminated. All edges shall be rounded to 1/4 inch radius. The edges of the sidewalk at all expansion joints shall be rounded with an approved edging tool to a 1/4 inch radius.

After the concrete has set sufficiently, forms, when used, shall be removed and areas adjacent to the concrete shall be backfilled. The earth shall be compacted and graded in a satisfactory manner.

**BID SHEET
UNIT PRICES
SIDEWALK IMPROVEMENTS**

ITEM	SAMPLE QUANTITY	UNITS	UNIT PRICE	AMOUNT
1. New Concrete Sidewalk 4" For areas where sidewalks do <u>not</u> currently exist	175	SY @	\$ <u>39⁰⁰</u>	= \$ <u>6,825.00</u>
2. Sidewalk Replacement	200	SY @	\$ <u>53⁰⁰</u>	= \$ <u>10,600.00</u>
3. Special Sidewalks				
a) Hexagon Pavers Sidewalks – New*	150	SY @	\$ <u>25⁰⁰</u>	= \$ <u>3,750.00</u>
b) Hexagon Pavers Sidewalks – Replacement	150	SY @	\$ <u>25⁰⁰</u>	= \$ <u>3,750.00</u>
c) Brick Sidewalks - New*	150	SY @	\$ <u>50⁰⁰</u>	= \$ <u>7,500.00</u>
d) Brick Sidewalks - Replacement	150	SY @	\$ <u>55⁰⁰</u>	= \$ <u>8,250.00</u>
e) Central Business District Sidewalks – New*	150	SY @	\$ <u>30⁰⁰</u>	= \$ <u>4,500.00</u>
f) Central Business District Sidewalks - Replacement	150	SY @	\$ <u>35⁰⁰</u>	= \$ <u>5,250.00</u>
g) Simulated Limestone (Historic) Sidewalk – New*	150	SY @	\$ <u>32⁰⁰</u>	= \$ <u>4,800.00</u>
h) Simulated Limestone (Historic) Sidewalk Repl.	150	SY @	\$ <u>37⁰⁰</u>	= \$ <u>5,550.00</u>
<i>* For areas where sidewalks do <u>not</u> currently exist</i>				
4. Standard Header Curb	150	LF @	\$ <u>29⁰⁰</u>	= \$ <u>4,350.00</u>
5. Concrete Curb & Gutter	200	LF @	\$ <u>20⁰⁰</u>	= \$ <u>4,000.00</u>
6. Simulated Limestone (Historic) Curb	100	LF @	\$ <u>20⁰⁰</u>	= \$ <u>2,000.00</u>
7. Handicap Curb Cut Ramp				
<u>Type 1</u>				
--Ramp w/ cast in place detector	4	EA @	\$ <u>400⁰⁰</u>	= \$ <u>1,600.00</u>
-- Ramp w/ paver detectors	4	EA @	\$ <u>500⁰⁰</u>	= \$ <u>2,000.00</u>
<u>Type 2</u>				
--Ramp w/ cast in place detector	4	EA @	\$ <u>400⁰⁰</u>	= \$ <u>1,600.00</u>
- Ramp w/ paver detectors	4	EA @	\$ <u>500⁰⁰</u>	= \$ <u>2,000.00</u>
<u>Type 3</u>				
--Ramp w/ cast in place detector	4	EA @	\$ <u>400⁰⁰</u>	= \$ <u>1,600.00</u>
- Ramp w/ paver detectors	4	EA @	\$ <u>500⁰⁰</u>	= \$ <u>2,000.00</u>
<u>Type 4</u>				
--Ramp w/ cast in place detector	4	EA @	\$ <u>600⁰⁰</u>	= \$ <u>2,400.00</u>
- Ramp w/ paver detectors	4	EA @	\$ <u>700⁰⁰</u>	= \$ <u>2,800.00</u>
Total "Amount" - Items 1 thru 7				\$ <u>87,125.00</u>

ITEM	SAMPLE QUANTITY	UNITS	UNIT PRICE	AMOUNT
8. Concrete Driveway Approach (6")	24	SY @	\$ <u>49⁰⁰</u>	= \$ <u>1,176.00</u>
9. Gravity Block Wall	250	SF @	\$ <u>6⁰⁰</u>	= \$ <u>1,500.00</u>
10. Cap for Gravity Block Wall	85	LF @	\$ <u>5⁰⁰</u>	= \$ <u>425.00</u>
11. Concrete Retaining Wall	20	CY @	\$ <u>250⁰⁰</u>	= \$ <u>5,000.00</u>
12. Tree / Stump Removal				
-6" - 24" diameter (w/ stump)	3	EA @	\$ <u>800⁰⁰</u>	= \$ <u>2,400.00</u>
-over 24" diameter (w/ stump)	2	EA @	\$ <u>1400⁰⁰</u>	= \$ <u>2,800.00</u>
-removal of stumps	2	EA @	\$ <u>350⁰⁰</u>	= \$ <u>700.00</u>
13. New Asphalt in Place (Exclusive of Technical Specification, paragraph A) 0-20 tons per work order	50	TN @	\$ <u>50⁰⁰</u>	= \$ <u>2,500.00</u>
14. Topsoil	50	CY @	\$ <u>10⁰⁰</u>	= \$ <u>500.00</u>
15. Seeding and Protection	50	SY @	\$ <u>2⁰⁰</u>	= \$ <u>100.00</u>
16. Sod	30	SY @	\$ <u>2.50</u>	= \$ <u>75.00</u>
17. Saw-cutting (Exclusive of Technical Specification, paragraph A)	100	LF @	\$ <u>3.25</u>	= \$ <u>325.00</u>
18. Adjust Manhole and Catch Basin Frame	1	EA @	\$ <u>295⁰⁰</u>	= \$ <u>295.00</u>
19. New Catch Basins/Street Inlets	1	EA @	\$ <u>900⁰⁰</u>	= \$ <u>900.00</u>
20. Drain Under Sidewalk	1	EA @	\$ <u>500⁰⁰</u>	= \$ <u>500.00</u>
21. Mass Earth Excavation	100	CY @	\$ <u>8.00</u>	= \$ <u>800.00</u>
22. Mass Earth Fill	30	CY @	\$ <u>8⁰⁰</u>	= \$ <u>240.00</u>
23. Pipe - SDR 35 PVC - 6 inch diameter	40	LF @	\$ <u>12.00</u>	= \$ <u>480.00</u>
24. Handrail	50	LF @	\$ <u>50⁰⁰</u>	= \$ <u>2,500.00</u>
25. Mobilization (for projects totals of \$2500 or less)	1	EA @	\$ <u>500⁰⁰</u>	= \$ <u>500.00</u>
26. Bus Pad	1	EA @	\$ <u>900⁰⁰</u>	= \$ <u>900.00</u>

Total "Amount" - Items 8 thru 26

\$ 24,616.00

Bid Equals the Total Dollar Amount Items 1 through 26

\$ 111,741.00

BID SHEET B BID PROPOSAL SUMMARY

Please include of list of previous projects with Louisville Metro, Other Government Agencies, or Developers providing scope and size of project as they relate to sidewalk and curb construction

Circle Preferred Contract Bid Area, or circle "no preference".*

1 2 "no preference"

**The Contractor will be considered as Primary Contractor in one (1) Metro Contract Area. If the Contractor has no preferred area, then circle "no preference".*



ADDENDUM No. 1

TO: All Proposers
FROM: Metro Purchasing
BID: 1914: Sidewalk & Curb Improvements
DATE: October 13, 2009

1. The attached information should be acknowledged in the bid documents.

All addenda must be acknowledged in bid submission

ORIGINAL

SIDEWALK & CURB IMPROVEMENTS
ANNUAL UNIT PRICE CONTRACTS
ADDENDUM #1
October 13, 2009

Bid Sheets

The Bid Sheets have been updated for Clarification.

Item 10, the unit "SF" has been changed to "SY";

Item 16, the unit "SY" has been changed to "CY"

The **Total Bid** will equal the Total Dollar Amounts for items 1 through 28

Please submit the Updated Bid Sheets as your "Bid"

**BID SHEET
UNIT PRICES
SIDEWALK IMPROVEMENTS**

ITEM	SAMPLE QUANTITY	UNITS	UNIT PRICE	AMOUNT
1. New Concrete Sidewalk 4" For areas where sidewalks do <u>not</u> currently exist	175	SY @	\$ _____ =	\$ _____
2. Sidewalk Replacement	200	SY @	\$ _____ =	\$ _____
3. Special Sidewalks				
a) Hexagon Pavers Sidewalks – New*	150	SY @	\$ _____ =	\$ _____
b) Hexagon Pavers Sidewalks – Replacement	150	SY @	\$ _____ =	\$ _____
c) Brick Sidewalks - New*	150	SY @	\$ _____ =	\$ _____
d) Brick Sidewalks - Replacement	150	SY @	\$ _____ =	\$ _____
e) Central Business District Sidewalks – New*	150	SY @	\$ _____ =	\$ _____
f) Central Business District Sidewalks - Replacement	150	SY @	\$ _____ =	\$ _____
g) Simulated Limestone (Historic) Sidewalk – New*	150	SY @	\$ _____ =	\$ _____
h) Simulated Limestone (Historic) Sidewalk Repl.	150	SY @	\$ _____ =	\$ _____
* For areas where sidewalks do <u>not</u> currently exist				
5. Standard Header Curb	150	LF @	\$ _____ =	\$ _____
6. Concrete Curb & Gutter	200	LF @	\$ _____ =	\$ _____
7. Limestone Curb	100	LF @	\$ _____ =	\$ _____
8. Simulated Limestone (Historic) Curb	100	LF @	\$ _____ =	\$ _____
9. Handicap Curb Cut Ramp				
<u>Type 1</u>				
--Ramp w/ cast in place detector	4	EA @	\$ _____ =	\$ _____
-- Ramp w/ paver detectors	4	EA @	\$ _____ =	\$ _____
<u>Type 2</u>				
--Ramp w/ cast in place detector	4	EA @	\$ _____ =	\$ _____
- Ramp w/ paver detectors	4	EA @	\$ _____ =	\$ _____
<u>Type 3</u>				
--Ramp w/ cast in place detector	4	EA @	\$ _____ =	\$ _____
- Ramp w/ paver detectors	4	EA @	\$ _____ =	\$ _____
<u>Type 4</u>				
--Ramp w/ cast in place detector	4	EA @	\$ _____ =	\$ _____
- Ramp w/ paver detectors	4	EA @	\$ _____ =	\$ _____
Total "Amount" - Items 1 thru 9			\$ _____	

ITEM	SAMPLE QUANTITY	UNITS	UNIT PRICE	AMOUNT
10. Concrete Driveway Approach (6")	24	SY @	\$ _____ =	\$ _____
11. Gravity Block Wall	250	SF @	\$ _____ =	\$ _____
12. Cap for Gravity Block Wall	85	LF @	\$ _____ =	\$ _____
13. Concrete Retaining Wall	20	CY @	\$ _____ =	\$ _____
14. Tree / Stump Removal				
-6" - 24" diameter (w/ stump)	3	EA @	\$ _____ =	\$ _____
-over 24" diameter (w/ stump)	2	EA @	\$ _____ =	\$ _____
-removal of stumps	2	EA @	\$ _____ =	\$ _____
15. New Asphalt in Place (Exclusive of Technical Specification, paragraph A) 0-20 tons per work order	50	TN @	\$ _____ =	\$ _____
16. Topsoil	50	CY @	\$ _____ =	\$ _____
17. Seeding and Protection	50	SY @	\$ _____ =	\$ _____
18. Sod	30	SY @	\$ _____ =	\$ _____
19. Saw-cutting (Exclusive of Technical Specification, paragraph A)	100	LF @	\$ _____ =	\$ _____
20. Adjust Manhole and Catch Basin Frame	1	EA @	\$ _____ =	\$ _____
21. New Catch Basins/Street Inlets	1	EA @	\$ _____ =	\$ _____
22. Drain Under Sidewalk	1	EA @	\$ _____ =	\$ _____
23. Mass Earth Excavation	100	CY @	\$ _____ =	\$ _____
24. Mass Earth Fill	30	CY @	\$ _____ =	\$ _____
25. Pipe - SDR 35 PVC - 6 inch diameter	40	LF @	\$ _____ =	\$ _____
26. Handrail	50	LF @	\$ _____ =	\$ _____
27. Mobilization (for projects totals of \$2500 or less)	1	EA @	\$ _____ =	\$ _____
28. Bus Pad	1	EA @	\$ _____ =	\$ _____

Total "Amount" - Items 10 thru 28

\$ _____

Bid Equals the Total Dollar Amount Items 1 through 28

\$ _____

BID SHEET B

BID PROPOSAL SUMMARY

Please include of list of previous projects with Louisville Metro, Other Government Agencies, or Developers providing scope and size of project as they relate to sidewalk and curb construction

Circle Preferred Contract Bid Area, or circle "no preference".*

1 2 "no preference"

**The Contractor will be considered as Primary Contractor in one (1) Metro Contract Area. If the Contractor has no preferred area, then circle "no preference".*