Submitted By

Bidder _____

Address _____

_____

License No. _____

Classification _____

Expires _____

Shelby County Tennessee

Contract Documents

For

SHELBY COUNTY A.D.A. CURB & RAMP INSTALLATION PROJECT

MAY 22, 2009

Office of the Shelby County Engineer
160 N. Main Street, Suite 350
Memphis, Tennessee 38103

May 21, 2009

Office of the Shelby County Engineer
160 N. Main Street, Suite 350
Memphis, TN 38103

RE: Shelby County A.D.A. Curb & Ramp Installation
RFP #09-004-82

Roy R. Holmes Construction Company, Inc. complies with the Living Wage Ordinance of Shelby County, Tennessee.

Roy R. Holmes Construction Company, Inc. complies with the LOSB/EOC rules and regulations of Shelby County, Tennessee.

Roy R. Holmes
Roy R. Holmes Construction Company, Inc.

SHELBY COUNTY A.D.A. CURB & RAMP INSTALLATION PROJECT

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SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

REQUEST FOR PROPOSAL

SHELBY COUNTY
A.D.A.
CURB & RAMP
INSTALLATION PROJECT

RFP # 09-004-82

Shelby County

Tennessee
Mayor

A C Wharton, Jr.,

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

Issued: May 5, 2009
Due: May 22, 2009 @ 3:00 p.m. (Central Standard Time)
RFP # 09-004-82

SHELBY COUNTY ADA CURB RAMP INSTALLATION

Shelby County Government is soliciting proposals for the provision of Construction Services to provide, construction of forty-six curb ramps in Shelby County, Tennessee. The RFP is located on the County's website at www.shelbycountytn.gov. Copies of the project manual, drawings and specification must be obtained from the Office of the County Engineer, 160 North Main Street, Room 350, Memphis, Tennessee 38103, upon receipt of a $50.00 non-refundable deposit.

A pre-bid conference will be held Friday, May 15, 2009 at 10:00 A.M., at the Office of the Shelby County Engineer, Suite 350, 160 North Main Street, Memphis, Tennessee 38103.

All bids will be opened and publicly read by the Shelby County Government at the time mentioned below in the Purchasing Department, Suite 550, 160 North Main Street, Memphis, Tennessee 38103.

The proposal, as submitted, should include all estimated cost related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Respondents requesting additional information or clarification are to contact, Nelson Fowler at nelson.fowler@shelbycountytn.gov.

Proposals must be received in the office of the Administrator of Purchasing **no later than 3:00 P.M. on, May 22, 2009.** Proposals should be addressed to:

Nelson Fowler, Manager A
Shelby County Government
160 N. Main, Rm. 550
Memphis, TN 38103

The package containing the original proposal (clear identified as original) and two (2) copies of your proposal must be sealed and marked with the Proposers name and "**CONFIDENTIAL, "Shelby County ADA Curb Ramp Installation", RFP # 09-004-82** noted on the outside.

Sincerely,

Nelson Fowler, Manager A
Purchasing Department Shelby County Government

cc: Ahmad Nemati, PE
Chris Masin, PE

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Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

I. INTRODUCTION

Shelby County Government (the "County"), is seeking proposals from interested and qualified firms for the construction of one hundred four(104) curb ramps complaint with Title 11 of the Americans with Disabilities Act of 1990 (ADA). This Request for Proposal ("RFP") is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Must have a current EOC number at the moment of the bid opening.
2. Must have a current "MU-D" or "MU" license with the Board for Licensing Contractors.
3. Must submit a Bid Bond in the amount of 5% of their bid. This bond must be submitted with your bid.
4. Meet all other requirements for the performance of the Services in accordance with the provisions of this RFP.
5. The successful contractor must be able to submit a performance/labor material bond separate bonds each in the amount of 100% of the amount of the contract.
6. Firms located within the boundaries of Shelby County are required to have a current Shelby County Business License or be considered exempt from the license requirement by the Shelby County Clerks Office.
7. Must attend our pre-bid conference.
8. Must submit LOSB Form B with their bid and attached to the out side of the envelope.
9. Also see Item # K, page 22 for forms to be submitted with your bid.
10. Adhere to all Title VI requirements and provide proof/documentation if necessary.
11. Attest that you adhere to the requirements of the "Living Wage ordinance #328", Section
12. Page 6, Item G & page 19 & 20 Item I, a written statement of compliance must be provided with your response

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

Nelson Fowler, Manager A
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103
(901) 545-4360

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at nelson.fowler@shelbycountytn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE***

TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Wednesday, May 20, 2009 at 12:00 p.m.

These guidelines for communication; have been established to ensure a fair and equitable process for all respondents. Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than 3:00 PM on Friday, May 22, 2009. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Friday, May 5, 2009
Pre-Bid Conference	Friday, May 15, 2009, at 10:00 AM
Proposal Due Date	Friday, May 22, 2009 at 3:00 P.M.
Notification of Award	June, 2009

The County may reproduce any of the Proposers proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposers responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposers responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity.

Proposals submitted hereunder will be firm for one hundred twenty (120) calendar days from the due date unless otherwise qualified.

G. Living Wage

Shelby County Government Ordinance # 328 "Living Wages" is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (***please do not forget to download ALL the additional attachments***).

H. LOSB

SHELBY COUNTY GOVERNMENT
LOCALLY OWNED SMALL BUSINESS (LOSB) PROGRAM
FOR CONSTRUCTION SERVICES

Shelby County ADA Curb Ramp Installation

General

Shelby County Government is committed to a policy of non-discrimination pursuant to the Equal Protection provisions of the United States Constitution. It is further the policy of Shelby County that it's purchasing and contracting practices encourage the use of Locally-Owned Small Businesses (LOSB's) in all solicitations. In furtherance of these policy objectives, Shelby County seeks to afford all citizens equal opportunities to do business on county contracts and to ensure that all bidders, proposers, or Contractors doing business with Shelby County provide to LOSB's, maximum practicable opportunities, commensurate with availability, price and capabilities required, to participate on contracts which are paid for, in whole or in part, with monetary appropriations from Shelby County.

Shelby County seeks to prevent discrimination against any person or business in pursuit of these opportunities on the basis of race or gender. Shelby County will conduct its contracting and purchasing programs so as to discourage any discrimination and will actively seek to resolve all claims of discrimination brought against Shelby County or any Contractors involved in such contracting and purchasing programs.

Shelby County has determined that 20% of the contract sum will be contracted with LOSB vendors. For assistance and information regarding LOSB participation, Bidders shall contact:

Ms. Doris Vester-Mickens
Office of Equal Opportunity Compliance
Board of Commissioners of Shelby County
160 North Main Street, Suite 969
Memphis, Tennessee 38103
Phone: 901-545-4336
Fax: 901-545-3473
E-mail: Doris.Vester-Mickens@shelbycountytn.gov

Definitions

The definitions used in this document are as follows:

1. **"Bidder"** or **"Proposers"** means any person, firm, partnership, association, or joint venture seeking to be awarded a contract or subcontract to provide goods, commodities or services.
2. **"Certification"** or **"Certified"** means a Business that is certified by Shelby County Government under the LOSB program.
3. **"Commercially useful function"** means being responsible for the management and performance of a distinct element of the total work.
4. **"Contractor"** shall mean any person or business enterprise that submits a bid or proposal to provide labor, goods or services to Shelby County by contract for profit in the area of construction or construction-related activities; and, any person or firm who supplies or provides labor, goods or services to Shelby County by contract for profit.
5. **"Efforts to Achieve LOSB Participation"** means that the Contractor will solicit LOSB Participation with respect to the procurement and will consider all sub-bids and quotations received from LOSB's. When a subcontract is not awarded to the LOSB, the Contractor must document the reason(s) the award was not made and substantiate that documentation in writing pursuant to the provisions of this Program.
6. **"Locally Owned Small Business (LOSB)"** means a business whose home office is located in Shelby County, whose annual revenues do not exceed $3,000,000 and who has been certified by Shelby County Office of Equal Opportunity Compliance.
7. **"Non-LOSB"** means a business which is not certified as a LOSB.
8. **"Unavailable"** means either that: (1) there is no LOSB providing goods or services requested; or, (2) no LOSB submitted a bid.

Requirements and Compliance

All firms or entities seeking to become Contractors as outlined herein are required to make good faith efforts to achieve LOSB participation when submitting a proposal or bidding on Shelby County procurements. Bidders and Proposers shall not discriminate on the basis of race or gender when soliciting bids in the performance of Shelby County's procurements. Discrimination complaints brought to the attention of Shelby County Office of Equal Opportunity Compliance (or its designee) will be reviewed and investigated to the extent necessary to determine the validity of such complaints and what actions, if any, should be taken by Shelby County.

Policies and Procedures

Shelby County may adopt policies and procedures as necessary to carry out and implement its powers and duties with regard to the LOSB Program. It is the goal of Shelby County to encourage participation by LOSB's and to adopt rules and regulations which achieve to the greatest extent possible a level of participation by LOSB's taking into account the total number of all Contractors and suppliers. Therefore, Shelby County will review each procurement request to determine the maximum potential for utilization of LOSB's. This review is based on the availability of qualified LOSB's providing goods or services as it relates to the scope of the bid or procurement process. The following procedures may be utilized during the procurement process.

1. **Pre-Bid Activity**
   a. Bid Language
      Shelby County may insert language into each bid specification describing the LOSB Program to assure that all prospective bidders are aware of the requirements to make efforts to utilize LOSB's.
   b. Notification
      Shelby County may provide written notification to Contractors and LOSB's regarding: pre-bid conferences; technical assistance to LOSB's; LOSB Program procedures and required documentation; and, provide a list of LOSB's who have expressed an interest in competing for the bid or in performing as a subcontractor.

2. **Contractor's Responsibilities**
   a. Efforts to Achieve LOSB Participation
      All entities seeking to become Contractors are required to make efforts to achieve maximum LOSB participation, as outlined in this LOSB Program, when submitting a response to a bid or negotiated proposal in response to a Shelby County procurement opportunity. Such Efforts should be documented on **LOSB Form "A"**.
   b. Utilization
      Contractors are required to utilize legitimate LOSB's in order to receive credit for the utilization of a LOSB. Contractors must document all LOSB's to be utilized, the percentage of utilization and the intended scope of work. Such information should be submitted on **LOSB Form "B"**. This documentation must be submitted with the bid or negotiated proposal document.
   c. Commercially Useful Functions
      All LOSB's identified on **LOSB Form "C"** or **LOSB Form "D"** shall perform a Commercially Useful Function.
   d. Unavailability
      If a potential Contractor's efforts to obtain LOSB participation are unsuccessful due to the unavailability of a LOSB, the Contractor will submit a statement of unavailability. **LOSB Form "A**."
   e. Pre-Work Conference
      Any Contractor who is the successful bidder shall be required to attend a conference with Shelby County prior to beginning the work. The primary purpose of this conference is to review the project scope and review LOSB participation as outlined in **LOSB Form "B"**. Shelby County will also review the Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services as documented on **LOSB Form "C"**.

f. Post-Award Change

Any Contractor who determines that a LOSB identified on **LOSB Form "B"** cannot perform shall request approval from Shelby County to contract with an alternate subcontractor pursuant to this LOSB Program. Such request will be reviewed and approved only after adequate documentation for the proposed change is presented.

g. LOSB Certification

Each month the Contractor shall submit **LOSB Form "D"** certifying all payments made to LOSB's.

3. LOSB Responsibilities

a. Commercially Useful Function

It is the responsibility of each LOSB providing subcontracted goods and/or services to submit **LOSB Form "C"** certifying that it is performing the work and that it is a Commercially Useful Function.

Written Agreement

Shelby County policies and procedures on LOSB participation are designed to create contractual relationships between Contractors and LOSB's. Therefore, a Contractor may utilize the services of a LOSB in estimating and satisfying the scope of work, provided that a written contract/agreement is executed between the Contractor and the LOSB.

Certification

To ensure that the ownership and control over decision-making and day-to-day operations of a Certified LOSB is legitimate, Shelby County reserves the right to verify the ownership and control of each LOSB utilized.

Monitoring LOSB Utilization

Shelby County intends to monitor and enforce this LOSB Program. Shelby County reserves the right to conduct random audits of each of its Contractor's LOSB's. Shelby County reserves the right to reevaluate a LOSB's certification at any time.

Efforts to Achieve LOSB Participation

The Contractor shall consider all bids and/or quotations received from LOSB's. When a subcontract is not awarded by a Contractor to any of the competing LOSB's, the Contractor must document the reason(s) the award was not made to the LOSB's. It is the responsibility of the Contractor to prove that it employed Efforts to Achieve LOSB participation. Evidence supporting the Contractor's Efforts must be documented on **LOSB Form "A"**, which must include, but is not limited to, the following:

1. Contractor must submit proof that it solicited LOSB participation through reasonable and available means including, but not limited to:
    a. Written notices to LOSB's who have the capability to perform the work of the contract or provide the service;
    b. Direct mailing, electronic mailing, facsimile or telephone requests.
2. Contractor must submit proof that it provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation.
3. Contractor must submit proof that it made Efforts to Achieve LOSB Participation including, but not limited to, proof that it made opportunities available to LOSB suppliers and identified opportunities commensurate with opportunities made available and identified to Non LOSB's. Such proof will includes the names of businesses, contact person(s), addresses, telephone numbers, and, a description of the specifications for the work selected for subcontracting.
4. Contractor must submit proof that it allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid related items at no charge. The Contractor must allow sufficient time for review prior to the bid deadline.
5. Contractor must submit proof that it made Efforts to Achieve LOSB Participation by not rejecting a LOSB as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities. Contractor must submit proof of the basis for rejecting any LOSB deemed unqualified or unacceptable by the Contractor. The Contractor will not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities.

The Contractor must fully cooperate with Shelby County in its post-contract award LOSB Program audit and compliance efforts.

Substitution of LOSB's after Contract Award

In order to make a substitution of a LOSB, a Contractor must make a request to Shelby County. This request must be submitted in writing to Shelby County. Shelby County reserves the right to approve any substitution of a LOSB. The Contractor has the responsibility to provide Shelby County with a reasonable basis for the substitution. If the Contractor desires to substitute the LOSB with a Non-LOSB, then the Contractor must comply with the Effort to Achieve LOSB Participation provisions set forth herein.

Noncompliance with LOSB Program

Any of the following reasons, individually or collectively, may result in suspension from bidding, prohibition from contracting, or cancellation of contracts:

1. The failure to perform according to contract provisions relating to this LOSB Program;
2. Violation of, circumvention of, or failure to comply with the LOSB Program; and/or,
3. Other reasons deemed appropriate by Shelby County.

Questions and Information

Questions regarding this LOSB Program and requests for information should be directed to:

Ms. Doris Vester-Mickens
Office of Equal Opportunity Compliance
Board of Commissioners of Shelby County
160 North Main Street, Suite 969
Memphis, Tennessee 38103
Phone: 901-545-4336
Fax: 901-545-3473
E-mail: Doris.Vester-Mickens@shelbycountytn.gov

Construction

This LOSB Program is consistent with Shelby County Policies and Procedures. Wherever conflicts exist, the provision in the Shelby County Policies and Procedures will prevail.

LOSB Program Forms Description

- **LOSB Form A -- Certification of Efforts**

  Contractors are required to submit **LOSB Form "A"** with proposals as evidence and documentation of efforts that have been made to contact LOSB's for participation as subcontractors, joint venture partners or suppliers of goods and services. Contractors are required to contact LOSB's and solicit quotes for goods and services. All responses to the Contractor's solicitation should be recorded and reported.

- **LOSB Form B -- LOSB Utilization Plan**

  A Contractor is required to submit **LOSB Form "B"** with its Proposal in order to identify all LOSB's they propose to utilize in providing the goods and services included in the Proposal. Contractors may only include a proposed provider of goods or services on **LOSB Form "B"**, if the entity is a legitimate LOSB. Additionally, if such entity will provide services, Contractors may only list LOSB's on **LOSB Form "B"** if the entity will perform a Commercially Useful Function. The Successful Contractor will be required to finalize and submit **LOSB Form "B"** prior to award of a contract. **LOSB Form "B"** will be incorporated into the contract and will become a contractual obligation of the Successful Contractor. **LOSB Form "B"** shall not be changed or altered after award of a contract without approval from Shelby County. The Contractor is required to provide written notice describing the reasons for any proposed change to Shelby County and to obtain approval from Shelby County of any changes to **LOSB Form "B"**.

- **LOSB Form C –Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services**

  Contractors are required to have each subcontracted LOSB providing services complete **LOSB Form "C"** certifying that it is performing the work and that it is a Commercially Useful Function.

- **LOSB Form D – Statement of Payments to LOSB's**

  Contractors are required to record and maintain information regarding the utilization of LOSB's and all other information during the performance of awarded contracts. This information shall be recorded and maintained on **LOSB Form "D"**. The form is required to be submitted to Shelby County each month. **LOSB Form "D"** must be completed in its entirety with information regarding the types of goods purchased from LOSB's or the types of services rendered by LOSB's and dollars amounts paid for their goods or services.

Shelby County
LOSB Program

LOSB FORM A

CERTIFICATION OF EFFORTS TO ACHIEVE LOSB PARTICIPATION
(To Be Submitted with the Bid/Proposal)

Company Name: Roy R. Holmes Construction Co, Inc.
Bid No.: RFP #09-004-82

I certify that the following efforts where made to achieve LOSB participation:

		YES	NO
A	Provided written notices to LOSB's who have the capability to perform the work of the contract or provide the service	X	
B	Direct mailing, electronic mailing, facsimile or telephone requests		X
C	Provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation	X	
D	Allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid/RFP related items at no charge, and allowed sufficient time for review prior to the bid deadline	X	
E	Acted in good faith with interested LOSB's, and did not reject LOSB's as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities	X	
F	Did not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities	X	

Additionally, I contacted the referenced LOSB's and requested a bid/proposal. The responses I received were as follows:

Name and Address of LOSB	Type of Work And Contract Items, Supplies or Services to be Performed	Response	Reason for Not Accepting Bid/Proposal

(If additional space is required this form maybe duplicated)

If applicable, please complete the following:

I hereby certify that LOSB's were "Unavailable" as defined in the LOSB Program to submit bids to provide goods and services for this RFP/Bid's purpose.

Reasons for the "Unavailability":

_____

_____

Submitted by:

_____ _____

Authorized Representative Signature Title

5-22-09

Date

Shelby County
LOSB Program

LOSB FORM B

LOSB UTILIZATION PLAN
(To Be Submitted with the Bid/Proposal)

Company: Roy R. Holmes Construction Co., Inc.
Bid No.: RFP #09-004-82

I, _____, do certify that on the following procurement opportunity,
(Contractor)
_____, the following LOSB's will be utilized as sub-contractors, suppliers,
(Opportunity)
or to provide professional services:

Name	Description of Work	Contract Value	LOSB Number
C. H. Hill Construction	Demo Construction	24,000.00	C120913942

(If additional space is needed this form may be duplicated)

TOTAL CONTRACT VALUE: _____
TOTAL % OF LOSB PARTICIPATION: _____

The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOSB Form B.

Submitted by:
_____
Authorized Representative Signature
President
_____
Title
5-22-09
_____
Date

Shelby County
LOSB Program

LOSB FORM C

STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE SUPPLIES OR SERVICES
(To Be Submitted Prior to Contract Award)

Company Name: Roy R. Holmes Const
Bid No.: 09004 82

I, CHARLES H. Hill Contr., intend to provide supplies or services in connection with the
(Subcontractor/Provider)
above **bid/proposal** request as a LOSB.

I am prepared to perform a **"Commercially Useful Function"** in connection with the above project.

The following are the work items to be performed:

SIDEWALK, CURB, RAMP EXACAVATION & HAUL

at the following price: $ SEE ATTACHED.

If applicable, please complete the following:

I have or will enter into a formal agreement with CHARLES H. HILL Contr for the above-
(Company)
described scope of work, supplies or services conditioned upon the execution of a contract with Shelby County.

I hereby certify that this statement is true and correct:

Business Information:

Business: Roy R. Holmes Const

Address: 260 Gatwell
Newport AS 39651

Phone: 901 238-1761

Facsimile: _____

Submitted by:

Roy R Holmes
Authorized Representative (Print)

Title

[signature]
Authorized Representative's Signature

6-15-09
Date

Shelby County
LOSB Program

LOSB FORM D

STATEMENT OF PAYMENTS TO LOSB'S
(To Be Submitted Monthly and with Final Payment Request)

Company Name: _____
Name/Contract No.: _____
Payment Request Number: _____

Name of Firm	Description of work	Total Amount Due This Month	Total Dollars Paid To Date	% of Contract Complete d	Start Date of Contract	End Date of Contract

(If additional space is needed this form may be duplicated)

I hereby certify that this statement is true and that above payments have been made.

Business Information:

Business: _____

Address: _____

_____

Phone: _____

Facsimile: _____

Submitted by:

_____
Authorized Representative (Print)

_____
Title

_____
Authorized Representative's Signature

_____
Date

I. LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of $250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under $15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

a. A preference of up to five percent (5%) shall be allowed for contracts up to $500,000.00;

b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to $750,000.00;

c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to $1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed $1,000,000.00.

(x) For construction contracts over $2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

J. **DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF Tennessee

COUNTY OF Shelby

The undersigned, principal officer of Roy R. Holmes Construction Co, Inc., an employer of five (5) or more employees contracting with Shelby County government to provide construction services, here states under oath as follows:

1. The undersigned is a principal officer of Roy R. Holmes Construction Co. Inc. (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title *50*, Chapter 9, of the *Tennessee Code Annotated.*

3. The Company is in compliance with T.C.A. ~ 50-9-113. Further affiant smith not.

Principal Officer Roy R. Holmes

STATE OF_____

COUNTY OF_____

Before me personally appeared with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.
Witness my hand and seal at office this day of_____ 20

Notary Public
My commission expires:

K. **FORMS TO BE SUBMITTED**

LOSB FORM A: MUST BE COMPLETED AND SUBMITTED IN YOUR BID ENVELOPE

LOSB FORM B: MUST BE COMPLETED, SUBMITTED WITH YOUR BID AND ATTACHED TO THE OUTSIDE OF THE ENVELOPE DOCUMENTING ALL LOSB'S TO BE UTILIZED, THE PERCENTAGE OF UTILIZATION AND THE INTENDED SCOPE OF THE WORK.

LOSB FORM C- MUST BE COMPLETED AND SUBMITTED BY EACH LOSB PROVIDING SUBCONTRACTED GOODS AND OR SERVICES CERTIFYING THAT THEY ARE PERFORMING THE WORK AND THAT IT IS A COMMERCIALLY USEFUL FUNCTION. ONLY REQUIRED AFTER THE AWARD OF THE BID.

LOSB FORM D-MUST BE COMPLETED AND SUBMITTED BY THE SUCCESSFUL CONTRACTOR EACH MONTH CERTIFYING ALL PAYMENTS MADE TO LOSB'S.

DRUG FREE WORKPLACE AFFIDAVIT-MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

BID BOND- ALL BIDS MUST BE ACCOMPANIED BY A BANK CERTIFIED CHECK OF BANK DRAFT, LETTER OF CREDIT ISSUED BY ANY NATIONAL BANK OR APPROVED BID BOND FOR NOT LESS THAN 5% (PERCENT) OF THE AMOUNT OF THE BID. ALL PROPOSAL GUARANTEES SHALL BE MADE OUT TO THE COUNTY OF SHELBY.

NOTE: LOSB FORM C AND D WILL BE SUBMITTED BY THE SUCCESSFUL CONTRACTOR.

FAILURE TO SUBMIT THE REQUIRED FORMS MAY RESULT IN YOUR BID BEING REJECTED AS BEING IN NON-COMPLIANCE WITH BID REQUIREMENTS.

VII. GENERAL REQUIREMENTS

A. Scope of Contract

The County wishes to engage in a contractual relationship with the lowest responsive Contractor selected through a low bid process.

B. Project Time Frame

The County is looking to negotiate a contract with the successful contractor using the terms and conditions as the original RFP to provide these services.

C. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RP.

D. Selection Criteria

Contract(s) will be awarded based on the lowest responsive proposals received. The contents of the proposal of the successful Proposers will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

E. Additional Information and References

Any additional information that would be helpful to the County evaluating your proposal including a list of current and former clients with a similar profile to Shelby County should be submitted. At least three former clients who have terminated in the last five years should be included on this list.

VIII. Award of Contract

Proposers are advised that the lowest responsive proposal will be awarded the contract.

IX. GRATUITY DISCLOSURE FORM

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money. Please note that the information listed on this statement is subject to being posted on the Shelby County Government's website.

1. **NAME**

   Roy R. Holmes Const.

2. **DATE OF GRATUITY**

   N/A

3. **NATURE AND PURPOSE OF THE GRATUITY**

   N/A

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

   N/A

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

7. **DESCRIPTION OF THE GRATUITY**

   N/A

8. **COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)**

N/A

9. **AFFIDAVIT**

The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Ray B. Holmes
Signature

6/15/09
Date

Ray B. Holmes
Print Name

Sworn to and subscribed before me this 15th **day of** June **in** 2009 **County, Tennessee:**

Marcel Hill-Harrell
Signature of Notary

Affix Notary Seal Here

MARCEL HILL-HARRELL
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

Notary Registration No.

Expiration Date:
1/12/2010

NOTICE TO BIDDERS

1. Time and Place of Opening of Bids:
Sealed bids for the improvements described herein will be received at THE OFFICE OF THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, ROOM 550, SHELBY COUNTY ADMINISTRATION BUILDING, 160 NORTH MAIN, MEMPHIS, TENNESSEE 38103, until **MAY 22, 2009 @ 3:00 PM.**

2. Description of Work:

   (a) The proposed work is officially known as: **SHELBY COUNTY ADA CURB RAMP INSTALLATION PROGRAM**

   (b) **The work shall include the construction of one hundred four (104)curb ramps compliant with title II of the Americans with Disabilities Act of 1990 (ADA).**

3. Pre-Bid Meeting:

   All interested bidders are encouraged to attend a pre-bid meeting to be held on **MAY 15, 2009 @ 10:00 A.M.** in Room 350, Shelby County Administration Building , 160 N. Main, Memphis, TN 38103.

4. Instruction to Bidders:

   (a) Bid forms may be obtained from: **THE OFFICE OF THE COUNTY ENGINEER, 160 NORTH MAIN, ROOM 350, MEMPHIS, TENNESSEE 38103, UPON RECEIPT OF A $50.00 NONREFUNDABLE DEPOSIT.**

   (b) All bids must be accompanied by a bank cashier's check or bank draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or certified check or approved bid bond for not less than (5) percent of the amount of the bid. All proposal guarantees shall be made out to the COUNTY OF SHELBY.

   (c) All bidders must be licensed by the Tennessee State Board of Licensing General Contractors. Evidence of this license must appear on the title page of the Proposal in the space provided, and also on the exterior of the sealed envelope. The envelope enclosing each bid must show the Contractor's name, license number, expiration date thereof, and license classification of the contractor(s) bidding for the prime contract and for the electrical, plumbing, heating, ventilation and air conditioning subcontracts in accordance with TCA 62-6-119. Lacking all of this information, the bid shall be rejected and returned to the bidder unopened.

5. EOC Requirements

(a) As a condition precedent to bidding, bidders shall have received a current "Equal Opportunity Compliance Eligibility Number" which must be attached to each bid submission. To receive an E.O.C. Eligibility Number, specific information must be received by the E.O.C. Department at least 48 hours prior to the bid opening. To verify your E.O.C. Number or to receive information for obtaining a number, contact the E.O.C. Department, 545-4336.

(b) Use of Locally Owned Small Business (LOSB) participation on County projects is mandatory.

(c) Bidders are encouraged to contact County-certified LOSB firms from the listing enclosed in the bid documents. Bidders may also provide the names of firms they believe would qualify as LOSB firms, by notifying the E.O.C. Department and filing the required forms at least five (5) working days prior to the bid opening. Bidders choosing to utilize non-certified subcontractors may submit their bid with the understanding that they must provide certification documents to the E.O.C. department within five (5) days after the bid opening in order to be considered for contract award.

(d) A Locally Owned Small Business is defined as a sole proprietorship, corporation, partnership, or joint venture located within Shelby County and at least 51% owned, operated and managed by a Shelby County resident and having an average annual sale of $5,000,000.00 or less over the past three (3) years.

6. Rejection of Bids:

The COUNTY OF SHELBY reserves the right to reject any and all proposals and to waive technicalities in any proposal.

BY ORDER OF: CLIFTON DAVIS

PURCHASING ADMINISTRATOR
SHELBY COUNTY GOVERNMENT

_____, 2009

SECTION B

SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

EOC CONTRACT COMPLIANCE REQUIREMENTS

SHELBY COUNTY
A.D.A.
CURB & RAMP
INSTALLATION PROJECT

BOARD OF COMMISSIONERS OF SHELBY COUNTY

OFFICE OF EQUAL OPPORTUNITY COMPLIANCE

Dear Vendors/Contractors:

Please complete the enclosed Contract Compliance Status Report and return these documents to the Office of Equal Opportunity Compliance, 160 N. Main, Suite 969, Memphis, TN 38103.

In order to insure timely certification, make sure all relevant information is included. Incomplete forms will be returned, delaying your certification.

If you have any questions concerning this matter please contact Doris Vester Mickens at 545-4336.

Thank you for your continued cooperation in these matters.

Sincerely,

Carolyn S. Watkins, Administrator

CSW:dvm

Enclosure

SUITE 969- 160 N. MAIN STREET, MEMPHIS, TENNESSE 38102 (901) 545-4336 FAX (901) 545-3473

SHELBY COUNTY GOVERNMENT
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE
CONTRACT COMPLIANCE PROGRAM
INSTRUCTION TO BIDDERS

Consistent with Article V, Section 5.13 B (5) and (6) of the Home Rule Charter and the Shelby County Board of Commissioners, Resolution 12, adopted May 9, 1983 as amended by Resolution 17, adopted October 20, 1986 of Office of Equal Opportunity Compliance has developed a Contract Compliance Program for Shelby County Government.

You are advised that the following procedures have been instituted in order to fulfill these responsibilities.

A. All firms, regardless of number of employees must PRE-Qualify for an EOC Contract Compliance Eligibility Number PRIOR to submission of a bid for a contract

B. TO RECEIVE AN EOC CONTRACT COMPLIANCE ELIGIBILITY NUMBER. THE FOLLOWING STEPS MUST BE TAKEN AT LEAST 48 HOURS PRIOR TO BID OPENING. IN THE EVENT THAT A BID OPENING IS SCHEDULED FOR MONDAY OR THE DAY FOLLOWING A HOLIDAY, ALL MATERIALS MUST BE RETURNED TO THIS OFFICE 48 HOURS PRIOR TO THE LAST WORKING DAY.

1. Secure a Contract Compliance Packet from EOC in Room 969, 160 North Main St. For information and assistance in these procedures, contact the Contract Compliance Officer.

2. Return requested information to EOC by the time specified in Item B above, for review of compliance with standards of Resolution 17.

3. Secure a Contract Compliance Certification Number.

4. Mark your firm's Eligibility Certification Number on each bid envelope submitted.

For VENDORS, unless stipulated on the Contract Eligibility Report, certification numbers are valid for a period of TWELVE MONTHS after which a review will be necessary. THE FIRST THREE/FOUR DIGITS OF ELIGIBILITY NUMBER INDICATE THE MONTH AND YEAR OF EXPIRATION.

For CONSTRUCTION projects estimated to be BELOW two hundred and fifty thousand ($250,000), a Contract Compliance Number is valid for a period of SIX MONTHS. For construction projects estimated to be two hundred and fifty thousand ($250,000) and ABOVE, a Contract Compliance Certification Number must be obtained for each bid submitted.

Please feel free to call our office at (901) 545-4336 for any assistance you may need as we implement this phase of Shelby County Government's Equal Opportunity Compliance Program.

SHELBY COUNTY GOVERNMENT HOME RULE CHARTER
ARTICLE V – SECTION 5.13 EQUAL OPPORTUNITY

SECTION 5.13. EQUAL OPPORTUNITY.

A. The Board of County Commissioners and the County Mayor shall take all actions necessary to assure the continued implementation of all rules, regulations and guidelines promulgated by the Equal Opportunity Commission, The Department of Labor, or other such competent authority that are applicable to insuring fair employment practices. The Administrator of the appropriate office of the Board of County Commissioners designated .to carry out this function shall be elected by the Board of Commissioners pursuant to section 2.03(D) and (E) and shall be subject to termination by resolution of the Board of County Commissioners.

B. The duties of this administrator shall include all those established by resolution and shall include, but not be limited to, the following:

1. Review and implementation of fair employment practices, as specified by Equal Employment Opportunity Commission guidelines, in all departments of County Government;

2. Update and monitor an effective affirmative action program;

3. investigate claims and complaints of discriminatory practices arising in County Government departments;

4. Design, implement and monitor programs to increase minority business participation in the letting of County contracts,

5. Review all proposed contracts in which .County funds are expended to insure that non-discriminatory employment practices are being executed on all levels of • employment as specified by Equal Employment Opportunity Commission and Labor Department regulations

6. The administrator shall have. the power to require each firm or business 'contracting with the County to submit with their proposals and/or bid statistics revealing the percentage and number of minorities at all levels of said firm or business;

7. Such other duties as may be required by the Board of County Commissioners.

Approved August 2, 1984
Effective September 1, 1986

SHELBY COUNTY GOVERNMENT
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE
CONTRACT COMPLIANCE STATUS REPORT

STANDARDS BY WHICH THE ADMINISTRATOR OF THE EQUAL OPPORTUNITY COMPLIANCE OFFICE DETERMINES WHICH FIRMS WITH FIFTEEN (15) OR MORE EMPLOYEES WILL BE ELIGIBLE TO BID ON COUNTY CONTRACTS

WHEREAS, the Board of Commissioners of Shelby County Government has heretofore through various resolutions taken action to assure that the County of Shelby is an "Equal Opportunity Employer"; and

WHEREAS, The Shelby County Charter, Article V, Section 5.13(B)(G) gives the Administrator or Equal Opportunity Compliance Office the power, among other things, to require that each firm or business contracting with the County, submit with their proposals and/or bids, statistics revealing the percentage and number of minority employees at all levels of said firm or business; and

WHEREAS, it has been determined by the Board of Commissioners from the information gathered by the Administrator of the Equal Opportunity Compliance Office that the percentage of minority employment in many firms with fifteen (15) or more employees that contract with the County does not approximate the percentage of minority population in the civilian labor force in the firm's geographical area; and

WHEREAS, it is now the desire of the Board of Commissioners to require that firms that contract with the County have employment profiles that reflect the demography of the civilian labor force in their geographical area as determined by the Standard Metropolitan Statistical Area established by the Office of Management and Budget of the United States Government.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that the following procedures shall be used by the Administrator of Equal Opportunity Compliance to determine when and under what circumstances a firm with fifteen (15) or more employees should be considered an equal opportunity employer that should be allowed to bid on County contracts.

BE IT FURTHER RESOLVED, that the standard for determining whether a firm with fifteen (15) or more employees is an equal opportunity employer that should be allowed to bid on County contracts shall be the percentage of minorities in the civilian labor force in the firm's geographical area as established by the Standard Metropolitan Statistical Area (SMSA) compiled by the Office of Management and Budget of the United States Government.

BE IT FURTHER RESOLVED, that a firm that is within 90% of compliance with the minority SMSA shall be considered an equal opportunity employer eligible to bid.

BE IT FURTHER RESOLVED, that a firm that is within 80% of compliance with the minority SMSA shall be considered an equal opportunity employer eligible to bid only upon the submission of an affirmative action plan satisfactory to the Administrator of Equal Opportunity Compliance.

BE IT FURTHER RESOLVED, that a firm that is within 50% of compliance with the minority SMSA shall be considered an equal opportunity employer eligible to bid only upon a showing of extenuating circumstances and the submission of an affirmative action plan satisfactory to the Administrator of Equal Opportunity Compliance.

BE IT FURTHER RESOLVED, that a firm that is within less than 50% of compliance with the minority SMSA shall not be considered an equal opportunity employer eligible to bid on County contracts by the Administrator of Equal Opportunity Compliance.

BE IT FURTHER RESOLVED, that notwithstanding the presence of a percentage of minority employees in a firm equal to the minority SMSA for that firm's geographical area, overrepresentation of minorities in lower *paying* jobs or under-representation in other categories may be a basis *for* a determination by the Administrator of Equal. Opportunity Compliance, that said firm is not an equal opportunity employer.

BE IT FURTHER RESOLVED, that any determination made by the Administrator of Equal Opportunity Compliance pursuant to the procedures set forth heroin shall be subject to an Administrative appeal process which shall be established by the Office of the Chairman of the County Commission.

BE IT FURTHER RESOLVED, that this resolution shall take affect upon its approval, the public welfare requiring it.

SHELBY COUNTY GOVERNMENT
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE
CONTRACT COMPLIANCE STATUS REPORT

Special Sealed Bid#
(For Construction Projects Over $250,000. 00)

Company Information

Company Name:			
Address:			
City:	State:	Zip: +4	
Phone (example: *5555555555*)			Ext:
County:			
Select Type:	☐ Vendor	☐ Contractor	☐ Service
Select Firm Type:	☐ Independently owned & operated	☐ Affiliated	☐ Division
	☐ Minority Business Enterprise	☐ Franchise or Subsidiary	
If Other, Explain:			
Business Activity:			
Please list all subsidiaries, divisions and affiliates that will be using this EOC number. Employment figures must be included if other offices will be using same EOC Number			
•		•	
•		•	
•		•	
•		•	

Parent Company Information

Parent Company Name:	
Parent Company Address:	
Parent Company City:	Parent Company State:
Parent Company Zip:	Parent Company County:
Has this firm been previously certified by the Shelby County Office of Equal Opportunity Compliance? Yes ☐ EOC No:	
Has this firm ever been certified under any other name? Yes ☐ No ☐	
If Yes, Other Name:	

The following must be completed and submitted with this status report:

Exhibit A	Employment statistics to include the number of minority and female employees from all offices submitting bids. Federal EE0-1 Report may be submitted, however, Exhibit A must be completed. Mark an X below if statistics reflect national or more than one employment area. National ☐
Exhibit B	A statement of policies and action steps your firm will take to assure measurable yearly improvements in hiring, training, and promoting of minorities and females at all levels.
Exhibit C	Principal Owners Information

Please return to:
Shelby County Government
Office of Equal Opportunity Compliance
160 N Main Street, Suite 969 Memphis, TN 38103

DESCRIPTION OF JOB CATEGORIES

Officials and managers – Occupations requiring administrative personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, superintendents and salaried foreman who are members of management, purchasing agents, buyers and kindred workers.

Professionals – Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artist, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers and kindred workers.

Technicians – Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers and operators, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales – Occupations engaging wholly or primarily in direct selling: includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers , demonstrators, sales workers and sales clerks, grocery clerks and cashier-checkers, and kindred workers.

Office and Clerical – Includes all clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office helpers, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craft Workers (Skilled) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics, and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers and tailors, and kindred workers.

Operatives (semi-skilled) – Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers; carpenters, electricians, machinists, mechanics building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, dressmakers and seamstresses (except factory), dryers, furnace workers, heaters (metal), laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (except construction and maintenance), photographic process workers, stationery firefighters, truck and tractor drivers, weavers (textile), welders, flame cutters and kindred workers.

Laborers (Unskilled) – Workers in manual occupations which generally require no special training to perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.

Service workers – Workers in both protective and non protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses aides and orderlies), barbers, char workers and cleaners, cooks (except household), counter and fountain workers, elevator operators, firefighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, and kindred workers.

Full Time Permanent Employees											
	Male						Female				
	Subtotals	White	African American	Hispanic	Asian Pacific Islander	Other	White	African American	Hispanic	Asian Pacific Islander	Other
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Crafts workers (Skilled)											
Operative (Semi-Skilled											
Laborers (Unskilled											
Service Workers											
Totals											

How was the above information as to race or ethnicity established? ☐ A) Visual Survey ☐ B) Employee Records

Please list the date for employment information reported : ☐ Other Please Specify:

The Concept of race used by the Equal Employment Opportunity Commission does not denote clear-cut scientific definitions of anthropologic origins. For the purpose of this report an employee may be include in the group to which he or she appears to belong, identities with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic category

NOTE: 1 The Category "HISPANIC" while not a race identification is included as separates race/ethnic category because of the employment discrimination often encountered by this group; for this reason do not include HISPANIC under either "white" or "black".

For the purpose of this report the following race/ethnic categories will be used:

a) The Category "White" (not of Hispanic origins): All persons having origins in any of the original peoples of Europe, North Africa or Middle East.

b) The Category "African American." Persons having origins in any of the original peoples of Africa

c) The Category "Hispanic.'" All persons of Mexican, Puerto Rican, Cuban, Central or South American. For other Spanish culture regardless of race.

d) The Category "Asian or Pacific Islander." All persons having origins in any of the original peoples of the Far Fast, Southeast Asia, the Indian Sub-Continent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands, and Samoa

e) The Category "American Indian or Alaskan Native." All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation community recognition

Source: Bureau of the Census

SHELBY COUNTY GOVERNMENT
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE
CONTRACT COMPLIANCE STATUS REPORT

EXHIBIT B

STATEMENT OF POLICY ON
EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION

It has been the policy of this firm to consider each applicant for employment on the basis of his or her qualifications for the job and without regard to race, color, creed, sex, age, national origin, or physical handicap not related to job requirement.

To give all employees equal consideration with respect to compensation, benefits, and the opportunity to progress without regard to race, color, sex, age, national origin or physical handicap.

In order to reaffirm this policy, this firm subscribes to the following principles: this firm will continue and extend its efforts to recruit, hire, train, and promote individuals without regard to race, color, creed, sex, age, national origin, or handicap not job related.

All decisions on employment must be based on the principle of equal employment opportunity with reliance only on valid requirements for promotional opportunities.

All personnel actions including, but not limited to those relating to compensation, benefits, transfers, lay offs, company sponsored training, and tuition assistance programs are to be administered without regard to race, color, creed, sex, age, national origin, or physical handicap.

All employees are encouraged to use company facilities and participate in all programs sponsored by this company.

Any employee or job applicant may appeal directly to _____ for review of any action which he or she believes does not conform to these principles.

All members of this firm's management are familiar with this statement of policy and the philosophy behind it, and their responsibilities to apply these principles in good faith for meaningful progress in the utilization of minorities and females.

I hereby certify that the employment data contained in this status report is the correct information.

Accordingly, I further agree to meet the current minimum Affirmative Action goals submitted herewith.

In the event that there is an expansion of this firm's work force, I agree to comply with the requirements of Shelby County Government's Board of Commissioners' Resolution #17 of May 9, 1983.

Name _____ Title _____

Signature _____ Date _____

Company Name _____

Revised 3/23/92

SHELBY COUNTY GOVERNMENT
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE
CONTRACT COMPLIANCE STATUS REPORT

List the principal individual of this business entity (President, Vice President, Secretary, and Treasurer)

NAME	TITLE	SEX/RACE	PERCENTAGE OF OWNERSHIP	DATE OWNERSHIP OBTAINED

SECTION B-1

SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

NON-DISCRIMINATION ACT

SHELBY COUNTY
A.D.A.
CURB & RAMP
INSTALLATION
PROJECT

NON-DISCRIMINATION – TITLE VI:

The vendor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and all other federal statutory laws which provide, in whole or in part, that no person on the ground of handicap, age race, color, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal financial assistance during the performance of this Contract. The vendor shall upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

NON DISCRIMINATION – TITLE VII:

The Vendor agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no employee on the grounds of age, race color, sex, or national origin, shall be discriminated against, harassed or retaliated against while opposing illegal harassment or discrimination in the workplace. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

SECTION C

SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

PROPOSAL

CONTRACT

CONTRACT BOND

CONTRACT REQUIREMENTS

SHELBY COUNTY
A.D.A.
CURB & RAMP
INSTALLATION
PROJECT

PROPOSAL

TO THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, SHELBY COUNTY, TENNESSEE.

1. Name of Bidder: Roy R. Holmes Construction Company, Inc.

   Business Address: 260 Getwell Road Nesbit, MS 38651

   Federal I.D. Number: 62-1401230

   Phone Number: 901-568-4672

   Tennessee License Number: 27115

   PROJECT NAME: **SHELBY COUNTY ADA CURB RAMP INSTALLATION PROJECT**

2. Plans and Specifications:
   The term "plans and specifications" for this project refers to the City of Memphis Construction, Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CFR Part 101-19.6), Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG), and/or 2002 North Carolina Accessibility Code with the 2004 revisions (NCAC) as adopted by the Memphis and Shelby County Building Code.

3. Interested Parties:
   In submitting this proposal, the undersigned Contractor or bidder declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any person, firm or corporation.

4. Bidder Familiar with the Plans, Specifications and the Site:
   The undersigned further declares that the proposal, plans and specifications, general requirements and conditions, form of contract and contract bond, and special provisions have been carefully examined and the site of the proposed work has been inspected in detail. The undersigned further declares to be familiar with all the local conditions affecting the contract and the detailed requirements of construction, and understands that, in making this proposal, all rights to plead any misunderstanding regarding the same are waived. The Bidder declares that the wording herein, which may contain changes from similar documents from previous projects of Shelby County Government, has been reviewed. The Bidder further declares that the instructions regarding the Shelby County Equal Opportunity Compliance, which is bound with this proposal, have been examined, and agrees that these documents are an integral part of this bid.

5. Bidder to Furnish:
   The undersigned further understands and agrees to furnish and provide all necessary materials, equipment, labor and incidentals required to produce and install the items as listed in this proposal upon acceptance of the proposal by Shelby County Government, except such materials as are to be furnished by the County, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

6. Quantities and Payment:
   The undersigned understands that the quantities provided herein by the County are approximate only and that they are subject to increase or decrease; that the undersigned shall take in full payment therefore the amount of the total bid as shown on the bid form, after accounting for any and all bid alternates made and accepted by the County.

7. Unit Prices:
   The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the values of extras and deductions; that if there is any discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

8. Alteration of Work:
The undersigned further agrees that if the County decides to extend or shorten the improvement, or otherwise alter the work by extras or deductions, including the elimination of any one or more of the items, by an amount not to exceed twenty-five (25%) percent of the total money value of the original contract price or contract price corrected as provided in the general conditions, the undersigned shall perform the work as altered, increased or decreased at the contract unit prices.

9. Extra Work or Changes:
The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that the undersigned accepts as full compensation for the extra work, payment as provided for in the general conditions.

10. Time of Execution of Contract:
The undersigned further agrees to execute a contract for the contract work and present same to the County within fourteen (14) days after the date of notice of award of the contract.

11. Contract Bond:
The undersigned further agrees that within fourteen (14) days after the date of notice of the award of the contract, the undersigned, along with an appropriate surety shall execute a contract bond satisfactory to and in the form prescribed by the County in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

12. Prosecution of Work:
The undersigned further agrees to begin work on the project not later than ten (10) days after the execution and approval of the contract and contract bond and on receipt of a notice to commence work, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment and labor as will insure completion of the work within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within 90 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the general conditions. In case of failure to complete the work within the time described herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the County shall withhold, from such sums as may be due under the items of his contract, the costs as set forth in Section 8 of the General Conditions, which costs shall be considered and treated not as a penalty but as damages due the County from the undersigned by reason of inconvenience to the public, added cost of engineering, supervision, maintenance of detours, and other items which have caused an expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

13. Erosion Control:
The undersigned further agrees to provide necessary erosion control, such as seeding for gentle slopes and grass sod for sharper slopes, with special grading and terracing as specified by the Engineer. All freshly excavated and embanked areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the Engineer to prevent erosion. In the event it is determined that necessary erosion control is not being provided by the undersigned, the Engineer shall officially notify the undersigned of the problem. If the undersigned has not begun to provide satisfactory erosion control within fifteen (15) days after the notice, then the Engineer shall make the necessary improvement to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any securities covering this contract, all expenses incurred by the County shall be paid in full by the undersigned. Erosion control shall be paid according to the unit prices bid for erosion control devices on the proposal sheet and no additional compensation shall be afforded.

14. Clean-Up of Construction Site:
The undersigned further agrees to provide necessary clean-up of construction areas, such as collection of debris, construction materials, dirt piles, etc., and any other unsightly and unnecessary items. In the event the Engineer determines that necessary clean up is not being provided by the undersigned, the Engineer shall officially notify the undersigned of the problem. If the undersigned has not begun to provide satisfactory clean-up of the area within fifteen (15) days after the notice, then the Engineer shall take the necessary steps to eliminate the problem including, but not limited to, performing the work with County forces, or contracting

with outside forces at the Engineer's option, documenting all expenses incurred performing the work. Prior to releasing any securities covering this contract, all expenses incurred by the County in said clean-up operation shall be paid in full by the undersigned.

15. Forfeiture of Bid Bond:
The undersigned further agrees that in the event of failure to execute the contract and present a contract bond to the County within fourteen (14) days as per Paragraph #10 above, the Contractor's bid bond shall be forfeited as damages for project delay and the notice of award shall be automatically cancelled. The contract shall then be awarded to the next lowest qualified bidder.

16. Bid Bond:
Accompanying this proposal shall be a bank cashier's check, certified check, letter of credit issued by any national bank or a duly assigned certificate of deposit, bank draft or approved bid bond, complying with the requirements of the general conditions and/or as shown on the Notice to Contractors, made payable to THE COUNTY OF SHELBY. The amount of the check, draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or approved bid bond shall be no less than five percent (5%) of the total bid. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check, draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or approved bid bond shall be considered as payment of damages due to delay and other causes suffered by the County because of failure to execute the contract and contract bond. Otherwise, said check, draft, or letter of credit, issued by any national bank or certificate of deposit therein, duly assigned or approved bid bond shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK, LETTER OF CREDIT ISSUED BY ANY NATIONAL BANK OR CERTIFICATE OF DEPOSIT THEREIN, DULY ASSIGNED APPROVED BID BOND OR CERTIFIED CHECK HERE. THE UNDERSIGNED SHALL PROVIDE BELOW THE FOLLOWING INFORMATION

TOTAL AMOUNT OF BID BOND $ 5%

In the event that one check, draft or approved bid bond or other indemnity as set out above is intended to cover two or more proposals, the amount must be equal to the sum of proposal guarantees required for the projects covered. If this check, draft or approved bid bond, or other indemnity as set out above is placed in another proposal, the undersigned shall provide below, the name of said proposal.

LOCATION OF BID BOND herein

17. Schedule of Prices:
The undersigned shall complete and submit the provided schedule of prices covering the work performed under this contract. Unit prices shall be bid for each of the items in the schedule and extensions showing the total contract price shall be provided. Failure to provide said unit prices in their entirety or to provide extensions, including the total contract price, may result in rejection of this proposal as informal or irregular.

18. Joint Ventures:
Each Contractor or contracting firm who is a member of a joint venture shall provide a current license number and each shall sign the bid proposal holding each, both jointly and severally liable to the total project. In a joint venture, each member's classification limits shall be equal to or greater than those classifications' proportionate share of the total cost of the project. A joint venture shall allow the members to combine their license limits in order to undertake a larger project than each would normally be able to perform with their individual license. The classification of each member in the joint venture shall be a necessary and integral part of the total project.

19. Acceptance or Rejection of Bid(s):
The Shelby County Government reserves the right to reject any and all bids. The Shelby County Government also reserves the right to select the lowest responsible bidder for any one project to the rejection of all other bidders or award any or all projects to the lowest responsible bidder or bidders.

SPECIAL INSTRUCTIONS TO BIDDERS

ADA CURB RAMP
INSTALLATION PROGRAM

1. This contract shall consist of installing removal and replacement concrete sidewalk, curb and gutter and installation of curb ramps compliant with **Title II** of the Americans with Disabilities Act of 1990 (ADA) in existing conditions at various locations within unincorporated Shelby County as directed by the County Engineer.

2. All materials, construction methods and workmanship used in curb ramp installation shall conform to the City of Memphis Construction specifications, the Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CFR Part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) and/or the 2002 Edition of the North Carolina Accessibility Code with the 2004 amendments (NCAC) as adopted in the Memphis and Shelby County building codes.

3. Relocation of obstructions within the construction work zones shall be incidental to Payment Item No. 02775-03, "Curb Ramp (Existing Conditions)".

4. Contractor shall install and maintain traffic control devices including, but not limited to signs, warning barrels and flashers as specified in STATE OF TENNESSEE MANUAL ON UNIFORM TRAFFIC CONTROL DIVICES (MUTCD) Part VI Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations. Part VI of the Manual on Uniform Traffic Control Devices as required by the County Engineer to assure the safety of the public in the work zones. Traffic considerations at some location will restrict the work hours to the time period 9:00 AM to 4:00 PM as directed by the County Engineer. All work in accordance with this provision shall be incidental to Payment Item No. 01551-5.01, "Traffic Control Devices for Construction Work Zones".

5. Existing base material and asphalt pavement disturbed during construction is to be saw cut to a smooth, straight joint and replaced with Asphaltic Concrete Base (Black Base). Black Base shall be surfaced with 1 ½" Asphaltic Concrete Surface Mix No. 1 conforming to the existing cross slope of the street. Mix No. 1 may be substituted for Black Base. Payment for asphalt in the work zone to be incidental to Payment Item No. 02775-03, "Curb Ramp (Existing Conditions)". Payment for all other asphalt work is to be charged to Payment Item No. 411.03SP "Asphalt Surface Repair".

6. Curb ramps are to be located as shown in the bid documents, or as directed by the County Engineer. For bidding purposes, allow a minimum of 90 square feet of concrete in place per ramp. Compensation for each square foot of concrete in place, over the allowance, will be paid at Bid Item No. 02950-02, "Concrete Sidewalk, 4" thickness, Removal and Replacement" cost, on an as built square foot basis.

Sidewalks and/or "Top Landings" behind curb ramps shall be paid for as Payment Item No. 02950-02, "Concrete Sidewalk, 4" thickness, Removal and Replacement". No brick pavers (truncated domes) shall be required in completion of this project.

7. Curb ramp throats shall be made flush with the original gutter grade (no lip) or as directed by the County Engineer or his designee.

8. If the gutter has an asphalt overlay, the ramp lip shall be built to match existing conditions or as directed by the County Engineer or his designee.

9. Care shall be taken to assure a uniform grade on the ramp, free of sags and short grade changes. Side slopes shall be free of sags and short grade changes.

10. When ramps have to be adjusted with asphalt to match the existing street asphalt grade, the Contractor shall complete the ramp, including asphalt adjustments to the ramp and street pavement disturbed during the construction process, within two (2) weeks after the ramp is poured and deemed compliant by applicable regulations.

11. Contract payments are based on the number of completed curb ramps and not the number of curb ramps poured and unadjusted with asphalt.

12. All curbs and sidewalks shall be saw cut for the removal of material for the construction of curb ramps. Sidewalk removal at the nearest joint shall be saw cut. No chisels will be allowed on the existing surfaces. The full curb and gutter shall be removed in the ramp area. This cost is incidental to Payment Item No. 02775-03, "Curb Ramp (Existing Conditions)".

13. Sign posts that are within the affected curb ramp area shall be removed by the Contractor and relocated to the proper location prior to the placement of concrete.

14. Coping walls will paid by the Cubic Yard. Payment for coping walls to be charged to Payment Item No. 02830-02, "Concrete for Coping Walls".

15. Manholes, traffic signal pull boxes, street light pull boxes will be adjusted by the Contractor with close supervision by the proper authority to insure that no damage is done to conduit or wiring. Gas and water value boxes, utility and street lighting poles and fire hydrants will be adjusted by Memphis Light Gas and Water Division or the contractor. This cost is incidental to Payment Item No. 02775-03, "Curb Ramp (Existing Conditions)".

16. When a utility pole, street sign post, fire hydrant, meter or value box remains in the work limits each item will be blocked out with wood forms and one-half inch thick expansion joint material. The wood form will be removed and concrete shall be poured in the block-out to complete the work. This cost is incidental to Payment Item No. 02775-03, "Curb Ramp (Existing Conditions)".

17. Time Warner Communications cable vaults will be adjusted by their designee. Telephone cable boxes will be adjusted by their designee. Any communications vault or equipment encountered in the ramp area will be adjusted by the owner, or authorized designee.

18. The Contractor shall provide full time security at the job site. Vandalized or ruined work as deemed by the County Engineer shall be replaced at the Contractor's expense. All work in accordance with this provision shall be incidental to Payment Item No. 013553, "On Site Security".

SHELBY COUNTY A.D.A. Curb Ramp Installation Program
Spring 2009 - UPDATED

	Intersection	Ramp Configuration	Number of Ramps	Radius Location
1	N. Circle & School Crossing	ST	2	mid-block E, W
2	N. Circle & Breckenwood	SC1*	2	NW
3	Breckenwood & Chesterton	SC1-WT	2	SW, NW
4	Breckenwood & Cedar Town	SC1-WT	2	SE, NE
5	Breckenwood & Chantilly	SC1	2	NE, SE
6	Breckenwood & Carterville	SC1-WT	2	NW, SW
7	Breckenwood & Belfast	SC1	2	NW, SW
8	Breckenwood & Elm River	SC1	2	NW, SW
9	Breckenwood & Englewood	SC1-WT	2	NW, SW
10	Breckenwood & Brandywine	SC1	4	ALL
11	Breckenwood & Pitney	SC1	2	NW, SW
12	Corkwood & Brandywine	SC1	2	SW, SE
13	Corkwood & Cedar Bluff	SC1	2	NE, NW
14	Bitter Creek & Brandywine	SC1	4	ALL
15	Beaverton & Brandywine	SC1	2	NE, NW
16	Broken Oak & Brandywine	SC1	4	ALL
17	Braden & Brandywine	SC1	4	ALL
18	Blacksmith & Braden	SC1	2	NE, SE
19	N. Circle & Braden	SC1	2	N, E
20	Northwood Hills Dr & Egypt Central	SC1	2	NE, NW
21	Northwood Hills Dr & Hunters Glen S	SC1	4	ALL
22	Hunters Glen S & Hunters Glen E	SC1	1	NW
23	Hunters Glen S & Hunt Cliff Trace	SC1	2	NE, NW
24	Hunters Glen S & Hunters Glen W	SC1	1	NE
25	Duncan Rd & Northland Dr	SC1	2	NE, NW
26	Northland Dr & Cedar Bay Dr	SC1	2	NW, SW
27	Cedar Bay Dr & Cedar Bay Cv	SC1	1	NE
28	Northland Dr & North Bay Dr	SC1	2	NE, SE
29	North Bay Dr & Port Haven Dr	SC1	2	NE, NW
30	North Bay Dr & Lake Port Dr	SC1	1	NW
31	Willow Springs Dr & Duncan Rd	SC1	2	NE, NW
32	Willow Springs Dr & Ridge Bay Cv	SC1	2	NW, SW
33	Willow Springs Dr & Hunter Bay Dr	SC1	1	SE
34	Garden Ridge Cv & Hunter Bay Dr	SC1	1	SW
		Ramps this page	72	

* Radius of curb is 40' rad.

WT "Bottom Landing Area" consists of concrete water table. Additional area outside curb ramp is charged as #02950-01-02

SC1 Ramps do not have sidewalk or "Top Landings" behind them

SC2 Ramps have some sidewalk or "Top Landings" behind them which is charged as #02950-02
Note: No SC2 types have been selected in this contract

ST Ramps not within a radius

SHELBY COUNTY A.D.A. Curb Ramp Installation Program
Spring 2009 - UPDATED

	Intersection	Ramp Configuration	Number of Ramps	Radius Location
35	Raible Dr & Bethuel	SC1	2	NW, SW
36	Raible Dr & Martin Rd	SC1-WT	2	NE, SE
37	Martin Rd & Brockman Rd	SC1-WT	2	NE, SE
38	Brockman Dr & Bethuel Rd	SC1	2	NW, SW
39	Martin Rd & Leamont Rd	SC1	2	NE, SE
40	Martin Rd & Woodgreen Dr	SC1	2	NE, SE
41	Martin Rd & Martin West Dr	SC1	2	NE, SE
42	Martin Rd & Martinwood Rd	SC1-WT	2	NE, SE
43	Goodwin Rd & O'Neill Dr	SC1	2	NE,NW
44	O'Neill Dr & O'Neill Cv	SC1	2	NW, SW
45	O'Neill Dr & Betty Lu Dr	SC1	2	SE, SW
46	Betty Lu Dr & Leighton Dr	SC1	2	SE, SW
47	Leighton Dr & Goodwin Rd	SC1	2	NE, NW
48	Godwin Rd & Penny Ln	SC1-WT	2	NE, NW
49	Penny Ln & Betty Lu Dr	SC1	2	SE, SW
50	Godwin Rd & Robena Ln	SC1-WT	2	NE, NW
		Ramps this page	32	
		Total Ramps	104	

* Radius of curb is 40' rad.

WT "Bottom Landing Area" consists of concrete water table. Additional area outside curb ramp is charged as #02950-01-02

SC1 Ramps do not have sidewalk or "Top Landings" behind them

SC2 Ramps have some sidewalk or "Top Landings" behind them which is charged as #02950-02
Note: No SC2 types have been selected in this contract

ST Ramps not within a radius

ADA CURB RAMP INSTALLATION PROGRAM

5/5/2009

Description	Quantity	Unit	Unit Cost	Total Cost
ES				
ATION, INCLUDING BOND AND INSURANCE	1	LS	3,000.00	3000.00
CONTROL DEVICES FOR CONSTRUCTION WORK ZONES	1	LS	3500.00	3,500.00
T SURFACE REPAIR	520	SY	30.00	15,600.00
UT ASPHALT UP TO 4" THICK	824	LF	2.50	2060.00
UT CONCRETE UP TO 4" THICK	330	LF	3.50	1155.00
RAMP (EXISTING CONDITIONS)	104	EA	525.00	54,600.00
RETE FOR COPING WALL	12	CY	145.00	1740.00
CRETE SIDEWALK, 4" THICKNESS, REMOVAL AND REPLACEMENT	1780	SF	4.00	7040.00
CONCRETE CURB AND GUTTER, REMOVAL AND REPLACEMNT	185	LF	15.25	2821.25
CRETE "8" THICKNESS, REMOVAL AND REPLACEMENT	268	SF	6.50	1742.00
DDING (NEW SOD)	44	SY	4.50	198.00
CRETE FOR GENERAL USE (CLASS A)	21	CY	145.00	3045.00
N SITE SECURITY	1	LS	5000.00	5000.00
				101,501.25

Specification
er are City of Memphis Specifications

IF AN INDIVIDUAL:

SIGNATURE OF BIDDER: _____

BUSINESS ADDRESS: _____

IF A CO-PARTNERSHIP:

FIRM NAME: _____

BY: _____

BUSINESS ADDRESS: _____

NAME AND ADDRESS
OF ALL MEMBERS OF
FIRM

_____

_____

_____

_____

IF A CORPORATION:

CORPORATE NAME Ray R. Holmes Construction Co. Inc.

SIGNED BY: _____
President

BUSINESS ADDRESS: 260 Getwell Road
Nesbit, MS 38651

(Corporate Seal)

NAME OF OFFICERS Ray R. Holmes
President

Paul Hyde
Secretary

_____
Treasurer

ATTEST: _____ Secretary

Bond Number 2102737

CONTRACT BOND (Corporation)

KNOW ALL MEN BY THESE PRESENTS, That we, Ray R. Holmes Construction Co., Inc. a corporation organized under the laws of the State of TN and licensed to do business in the State of Tennessee, as Principal, and North American Specialty Insurance Co a corporation organized and existing under the laws of the State of NH with authority to do business in the State of Tennessee, as Surety, are held and firmly bound unto THE COUNTY OF SHELBY, TENNESSEE, in the penal sum of One Hundred One Thousand, Five Hundred One and 25/100 DOLLARS($101,501.25), lawful money of the United States, well and truly to be paid unto said SHELBY COUNTY, TENNESSEE, for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by the presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with THE COUNTY OF SHELBY, TENNESSEE, for the construction of the work designated as **ADA CURB RAMP INSTALLATION PROJECT**, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purposes of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of any person, firm, company or corporation, to whom any money may be due from the Principal, sub-contractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm company or corporation, for the recovery of any such money ON OR BEFORE THE EXPIRATION OF ANY GUARANTEE PERIOD AND/OR THE REQUIRED ADVERTISEMENT PERIOD.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due to any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold THE COUNTY OF SHELBY, TENNESSEE, harmless, its officials, agents, and employees in account of any such damages, and shall in all respects full and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

Approved this _____ day of _____, A.D., 2009.

IN WITNESS WHEREOF, We have duly executed the foregoing obligation this _____ day of _____ AD, 2009.

FOR SHELBY COUNTY GOVERNMENT:

Bond

Corporate Name: _____
President

_____
Mayor of Shelby County, TN

Attest: _____
Secretary

_____
Director of Public Works

SURETY North American Specialty Insurance Company (Seal)

BY: Joseph Madden III (Seal)
Attorney in Fact

APPROVED AS TO FORM:

BY: _____ (Seal)
Attorney in Fact

_____
County Attorney

CONTRACT

1. THIS AGREEMENT, made and concluded this __ day of _____, 2009, by and between THE COUNTY OF SHELBY, TENNESSEE, known as party of the first part, and _____ his/their executors, administrators, successors, or assigns, known as the party of the second part.

2. WITNESSETH:
That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the parties of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said parties of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Bidders, Special Instructions to Bidders, Specifications, Proposal, Contract Documents and Contract Bond hereto attached, are all essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

APPROVED BY:

_____
County Engineer

SHELBY COUNTY GOVERNMENT:
Parties of the First Part

BY: _____
Mayor of Shelby County

APPROVED AS TO FORM:

_____
County Attorney

_____
Director of Public Works

PARTY OF THE SECOND PART:

BY: _____

280 Getwell Road
Nesbit, MS 38651
Address

ATTEST: _____
Rob Erskine

62-1401230
Federal I.D. Number

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

JOSEPH MADDEN, III, RICHARD L. POWELL,

TONA J. HUNTER, RIC STALLINGS and MARK E. HARRIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION ($25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

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

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

NORTH AMERICAN SPECIALTY INSURANCE COMPANY NEW HAMPSHIRE CORPORATE SEAL 1973

By _____
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

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

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL ARIZONA

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 6th day of June, 2008.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 6th day of June, 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2011

Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ____ day of _____, 20____.

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

State of Tennessee

County of Shelby.

Dorothea K. Schiffer, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Boyd R. Holmes who is to me personally known to be the same person who signed the above and foregoing instrument as the Attorney in Fact for Boyd Holmes Const. Co. Inc, appeared before me this day in person and acknowledged that he signed the name of Boyd R. Holmes thereto, as his Principal and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by said Principal.

Given under my hand and Notarial Seal the 15 day of Jan A.D. 2009.

Dorothea K. Schiffer

Notary Public

MY COMMISSION EXPIRES: JULY 29, 2012

DOROTHEA K. SCHIFFER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

MS. Dee

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Roy R. Holmes Construction Company, Inc.**

as Principal, hereinafter called the Principal, and **North American Specialty Insurance Company**

a corporation duly organized under the laws of the State of **New Hampshire**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Shelby County Government**

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

Dollars($ **5%**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Shelby County A.D.A. Curb and Ramp Installation RFP #09-004-82**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **22nd** day of **May** , **2009.**

Roy R. Holmes Construction Company, Inc.

(Principal) *(Seal)*

(Witness)

(Title)

North American Specialty Insurance Company

(Surety) *(Seal)*

(Witness)

Wendy L. Baldwin

(Title)

Joseph Madden III , Attorney-in-fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

JOSEPH MADDEN, III, RICHARD L. POWELL,
TONA J. HUNTER, RIC STALLINGS and MARK E. HARRIS
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION ($25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

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

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

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL ARIZONA

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

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 6th day of June, 2008.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 6th day of June, 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2011

Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of May, 2009.

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company