

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Free Contracting, Inc., 1620 Old Frankfort Pike, Lexington KY 40504

- as Principal, hereinafter called the Principal, and Ohio Farmers Insurance Company
- a corporation duly organized under the laws of the State of Ohio
- as Surety, hereinafter called the Surety, are held and firmly bound unto Lexington Fayette Urban County Government
- as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% of Bid),

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 Lower Griffin Gate Trunk Sewer

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 November 2016

Free Contracting, Inc.

(Principal) (Seal)

(Witness)

Ohio Farmers Insurance Company

(Surety) (Seal)

Paula J. Hardin, Attorney-In-Fact (Title)

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		200	

POWER NO. 1673552 00

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

Westfield Center Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

SANDY Q BLACK, CHRIS P. BARNETT, TERESA L. JOHNS, PAULA J. HARDIN, JOINTLY OR SEVERALLY

of LEXINGTON and State of KY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name. place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

*Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidenty & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for

and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

*Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of MARCH A.D., 2015 .

Corporate Seals Affiked

State of Ohio County of Medina

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Dennis P. Baus, National Surety Leader and

Senior Executive

On this 30th day of MARCH A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medinal

55.1



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Onio Revised Code)

I. Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD MATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof. I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this $22 {
m nd}$ day of 2016. November



Frank A. Carrino, Secretary

7.			

Lower Griffin Gate Trunk Sewer

Division of Water Quality Lexington-Fayette Urban County Government

LFUCG Bid No. 142-2016

1.01	GENERAL	
Place:	Lexington, Kentucky	Date: 11-22-16
The fol	lowing Bid Form shall be followed exact	y in submitting a Bid for this Work.
This Bi	d Form Submitted by Free (Entracting Inc Frankfort Pike Lewington, Ky 405 (Name and Address of Bidder)
(Herein	after called "Bidder"), organized and exi	sting under the laws of the State of, doing
busines	s as Q COMPORAL "a corporation," "a partne	ership", or an "individual" as applicable
То:	Lexington-Fayette Urban Coun (Hereinafter called "Owner" Office of the Director of Centra 200 East Main Street, Room 3: Lexington, KY 40507	I Purchasing
Lexingto with rela conditio availabil constructhe \$I perform	on, Kentucky, having examined the Contacted documents, having examined the sons and any and all addendums surroundity of materials and labor, hereby proposet the Project In accordance with the Contacted for the Work required under the Contracted for the Work required under the Contracted for the C	tract Documents including the Plans and Specifications ite for proposed Work, and being familiar with all of the ding the construction of the proposed Project, including the ses to furnish all labor, materials, and supplies, and to intract Documents, within the time set forth therein, and at after. These prices are to cover all expenses incurred in ct Documents, of which this Bid is a part.
"Notice five (38	to Proceed" of the Owner and to substa	under this Contract on a date to be specified in a written ntially complete the Project within [three hundred sixty-urther agrees to pay liquidated damages, the sum of day thereafter.
The Bid	der hereby acknowledges receipt of the	following addenda:
Addend	um No Date	Addendum No Date
Addendı	um No. 2 Date 11-9-16	Addendum No Date
Addendı	um No;	Addendum No Date
Addendı	ım No;	Addendum No Date
	pove the number and the date of any Advived, the word "NONE" should be inser	dendum issued and received. If none has been issued ted.

	1.02 LEGAL STATUS OF BIDDER
	Bidder Free Contrac
	Date 11-22-16
Laura della Statu de KY	
•	*A. A corporation duly organized
, bearing the	for whom Khonda
, whose signature is	official title of Presid
	affixed to this Bid is duly author
s are. (Designate general partners	*B. A Partnership, all of the memb as such)
name)	*C. An individual, whose signature
idino)	O. Farmandadi, whose signature

^{*} The Bidder shall fill out the appropriate form and strike out the other two.

BIDDERS AFFIDAVIT 1.03

	Со	mes the Affiant, Rhonde Fister, and after being first
	dul	y sworn, states under penalty of perjury as follows:
	A.	His/her name is honda fister and he/she is the individual submitting the Bid or is the authorized representative of
	–	the Bid (hereinafter referred to as 'Bidder").
1	B.	Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the Bid is submitted, prior to award of the Agreement and will maintain a "current" status in regard to those taxes and fees during the life of the Agreement.
(C.	Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the Agreement.
[D.	Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
E		Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of an Agreement to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
F		Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
C		Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
Further, A	Affi i	ant sayeth naught.
		Affiant Signature
		Z Y
STATE O	_	
COUNTY		
The foreg	join	ng instrument was subscribed, sworn to and acknowledged before me by
Rhor	<i>7</i> C	on this the 22 nd day of Nov, 20 16.
My Comm	niss	sion expires: 8-13-19
		Anny Frebis
		NOTARY PUBLIC STATE AT LARGE

1.04 BID SCHEDULE

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

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

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

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

For a lump sum based bid, the item total is the bid amount the Owner uses for bid comparison.

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

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

BID SCHEDULE

TOTAL BID AMOUNT:

ltem	Description	Qty	Unit	Unit Price	Item Price
TOTAL BID (Ite	ems 1 thru 🔊			# 1,001,2	37.68

one million sixty one thousand two hundred

nirty seven - Bollars (

cents ollars (\$

1.061,237.6

FIRM: Free Contracting, Inc
ADDRESS: 1620 Dld Frankfort Pike
CITY/STATE/ZIP: Lexington KY 40504
DATE: 11-22-16
BY:
TITLE: President (must be original signature) Rhanda Gister.
PHONE: 859-255-2236 FAX: 859-259-0458
(area code, number & extension) EMAIL ADDRESS: Thonda & Free Contracting Com
O
OFFICIAL ADDRESS AND PHONE: 1620 Old Frankfort Pike
Lexington, Ky 40504
(Seal if Bid is by Corporation)

By signing this form you agree to all of the terms and associated forms.

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Bid: A. Name of Bidder: Permanent Place of Business: C. When Organized: D. Where Incorporated: E. Financial Condition: If specifically requested by the Owner, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the Owner's Division of Central Purchasing within seven (7) calendar days following the Bid opening. F. In the event the Agreement is awarded to the undersigned, Performance, Payment, Erosion and Sediment Control, and Warranty bonds will be furnished by: (Surety) (Representative of Surety) Signed: __ G. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary). LOCATION CONTRACT SUM NAME H. The Bidder has now under contract and bonded the following projects: CONTRACT SUM NAME LOCATION

1.05

STATEMENT OF BIDDER'S QUALIFICATIONS

The following si submitted with t		s qualifications is required	I to be filled in, executed, and	
A. Name of Bi	idder: Free (ontracting,	Inc	
B. Permanent	Place of Business:	1620		
C. When Orga	anized: June	(00)		
D. Where Inco	prporated:	K.Y		
E. Financial Co	ondilion:			
three (3) yea	ly requested by the Owi ars audited financial sta n (7) calendar days follo	atements to the Owner's (der is required to submit its la Division of Central Purchasing	itest
F. In the event	the Agreement is awar	rded to the undersigned, h	Performance, Payment, Erosi	ion
Ohio.		Lurance Con	Dany (Surety)	
Cianadi	300	therein	(Representative of Surety)	
Signed:	t week	5	_(Representative or Surety)	
G. The following necessary).	g is a list of similar proj	ects performed by the Bio	dder: (Altach separate sheet	if
NAME	<i>.</i>	LOCATION	CONTRACT SU	M
11 11 11	in K Sewer	LOCATION Lexington	<u>contract su</u> 3,284,870.2	<u>M</u>
11 11 11		Location Lectington Seorgetour	<u>contract su</u> 3,284,870,2 467,353.	<u>98</u> <u>m</u>
11 11 11	onitary C	Lexington	<u>contract su</u> 3,284,870,2 467,353. 737,437.	28 28 0
11 11 11	onitary C	Lexington	CONTRACT SU 3,284,870,2 467,353. 737,437. 407.620.	28
Lanes Run S Ecton Parks	anitary C Sanitary L	Lexington Seorgetown exington	3,284,870.2 467,353. 787,437.	28
Woodhill In Lanes Run S Ecton Parks Lawrenceburg	anitary C Sanitary L Force Main F	Lexington Seorgetown exington	3,284,870.2 467,353. 737,437. 407.620.	28
Woodhill In Lanes Run Stecton Parks Lawrenceburg H. The Bidder h	Sandary C. Sandary L. Eurce Main France Ma	Lexington Seorgetown exington Tankfort	3,284,870.2 467,353. 737,437. 407.620.	00 20 28
Woodhill In Lanes Run Stecton Parks Lawrenceburg H. The Bidder h	Sanitary C Sanitary L Force Main F	Lecation	3,284,870.2 467,353. 787,437. 407.620. g projects: contract su 253,220	28 50 00
Lawrenceburg H. The Bidder h Rose St. Bik	Sanitary C Sanitary L Sorce Main F has now under contract	Leckington Deorgetown Exington Tankfort	3,284,870.2 467,353. 787,437. 407.620. g projects:	28 50 00
Lawrenceburg H. The Bidderh NAME Rose St. Bik	Sanitary C Sanitary L Force Main F nas now under contract Kelane L	Lexington Deorgetown Exington Tankfort and bonded the following LOCATION LOCATION	3,284,870.2 467,353. 787,437. 407.620. g projects: contract su 253,220	28 50 00
Lawrenceburg H. The Bidder h Rose St. Bik	Sanitary C Sanitary L Force Main F nas now under contract Kelane L	Lexington Deorgetown Exington Tankfort and bonded the following LOCATION LOCATION	3,284,870.2 467,353. 787,437. 407.620. g projects: contract su 253,220	28 50 00
Lawrenceburg H. The Bidderh NAME Rose St. Bik	Sanitary C Sanitary L Force Main F nas now under contract Kelane L	Lexington Deorgetown Exington Tankfort and bonded the following LOCATION LOCATION	3,284,870.2 467,353. 787,437. 407.620. g projects: contract su 253,220	28 50 00

1.05 STATEMENT OF BIDDER'S QUALIFICATIONS



List Key Bidder Personnel w	ho will work on this Project.		
NAME	POSITION DESCRIPT	<u>ION</u>	NO. OF YEARS
Martin Fister Fletcher Gabbard	General Superior	cintendent stendent	
J. MWDBE Participation on cu	rrent bonded projects under co	intract:	
SUBCONTRACTORS (LIST) FCT IS 1002 DRF	PROJECT (SPECIFIC TYPE)	<u>MWDBE</u>	% of WORK
FCI is 100% OBE			
·			
(105.135)	TIONAL OUESTO IS NECESS		
(USE ADDI	TIONAL SHEETS IF NECESS	AKT)	

K. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the Owner within seven (7) calendar days following the Bid Opening, a swom statement regarding all office management and field management personnel. Additionally, if requested by the Owner, we will within seven (7) days following the request submit audited financial statements and loss history for insurance claims for the three (3) most recent years (or a lesser period if stipulated by the Owner)

1.06 LIST OF PROPOSED SUBCONTRACTORS

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

BRANCH OF WORK** (List each major item)	SUBCONTRACTOR	MWDBE (yes/no)	% of <u>WORK</u>
1	Name:		
	Address:		
2	Name:		
	Address:		
3	Name:		
	Address:		
4	Name:		
	Address:		
5	Name:		
	Address:		
6	Name:		
	Address:		

^{**} Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.

1.06 LIST OF PROPOSED SUBCONTRACTORS

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

BRANCH OF WORK** (List each major item)	SUBCONTRACTOR	MWDBE (yes/no)	% of <u>WORK</u>
1. PAVILLA	Name: "RAHDUE DAVIES	HQ	90% 4-
	Address:		
2. CCTV			1970 +
	Address:		
3	Name:		
	Address:		
4			
	Address:		
5	Name:		
	Address:		
6			
	Address:		

^{**} Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.

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

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

- A. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the Bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- B. That the attached Bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Advertisement for Bid, designed to limit independent bidding or competition;
- C. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the Bid or Bids, and will not be communicated to any such person, prior to the official opening of the Bid or Bids;
- D. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
- E. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State______ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky_____. [Check the statement applicable.]
- F. This offer is for ninety (90) calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items Bid above, an Agreement shall thereby be created with respect to the items accepted.
- G. That I have fully informed myself regarding the accuracy of the statements made in this statement.
- H. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

Company

Date

Representative

1.08 STATEMENT OF EXPERIENCE See attached Resumes' NAME OF INDIVIDUAL: POSITION/TITLE: NAME OF INDIVIDUAL: POSITION/TITLE: STATEMENT OF EXPERIENCE: _____ NAME OF INDIVIDUAL: POSITION/TITLE: STATEMENT OF EXPERIENCE: ______ NAME OF INDIVIDUAL: POSITION/TITLE:

STATEMENT OF EXPERIENCE:

^{*} Include all officers, office management, Affirmative Action officials, and field management personnel. Attach separate sheets if necessary.

1.09 EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

The Entity (regardless of whether construction Contractor, non-construction Contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

In the case of an Agreement exceeding \$250,000, the Contractor will be required within seven (7) days following the Bid Opening to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the Contract.



NIA FCI is 100% DBE

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

P	roject Name		
Assistance Agreement ID No	. (if known)	Point of Contact	
E	mail Address		
Is	suing/Fundir	ng Entity:	
	Assistance Agreement ID No.	Assistance Agreement ID No. (if known) Email Address Issuing/Fundir	Assistance Agreement ID No. (if known) Point of Contact

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor
Number		Contractor
Ì		

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entitles that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or Individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



N/A FCI is 100% DBE

Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Participation Form

	
	71-1- L M1
Subcontractor Signature	Print Name
Subcontractor Signature	Print Name
Subcontractor Signature Title	Print Name Date

per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

the completed form to this address.



NIA FCI IS 100% DBE

Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Performance Form

This form is intended to capture the DBE! subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name	33.00.188	Project Name		
Bid/ Proposal No.	Assistance Agreen	nent ID No. (if known)	Point of Contact	
Address				
Telephone No.		Email Address		
Prime Contractor Name		Issuing/Fundir	ng Entity:	
	1			
Contract Item Number		k Submitted to the Prion, Services, Equipm		Price of Work Submitted to the Prime Contractor
	-			
DBE Certified By: DOT	SBA	Meets/ exceeds EPA o	ertification standar	rds?
Other:		YESNO	Unknown	

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



NA FCI iS 100% DBE

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date
Subcontractor Signature	Print Name

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)



NIA FCI is 10% DBE

Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name			
Bid/ Proposal No.	Assistance Agreement ID	No. (if known)	Point of Co	ontact	
Address			,	, , , , , , , , , , , , , , , , , , ,	
Telephone No.	and the second s	Email Address		•	
Issuing/Funding Entity:					
I have identified potential DBI certified subcontractors		YES		_	, NO
If yes, please complete the tab	le below. If no, please expla	in:			
		()	*1	Est. Dollar	
Subcontractor Name/ Company Name	Company Addre	ss/Pnone/Ema	"	Amt	Currently DBE Certified?
				-	
	·				
	Continue on	back if needed			<u> </u>

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



NIA FOI IS 100% DBE

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

	PROJECT NAME: Lower Griffen Gote Lexington-Fayette Urban County Government
	LFUCG BID NO. 142-2016 BID DATE: 11-22-16
A.	Name, address and telephone number of contact person on all MWDBE matters: Prime Contractor's Name Free Contractor, Inc.
	Contact Person: Address: Phone: Email: Total Contract Amount: K-honda Fister Fike, Let. Ky 40504 Frankfort Pike, Let. Ky 40504 Frankfort Pike, Let. Ky 40504 Thonda D Free Contracting. Com 95 bid
В.	Total dollar amount/percent of contract of DBE participation:
C.	Total dollar amount/percent of contract of MBE participation:
D.	Total dollar amount/percent of contract of WBE participation:
	Are certifications* for each MWDBE subcontractor enclosed; if no, please explain: Yes No Are MWDBE subcontracts or letters of intent signed by both parties enclosed; if no, please
	explain: I yes M No Free Contracting, Inc Prime Contractor 15
G.	List of DBE Subcontractors:
	Name
	Contact Person:
	Address:
	Phone:Cell:
	Email:
	Type of Contract:
	Work to be Done:
	Amount:
┨.	List of MBE Subcontractors:
	Name
	Contact Person:
	Address:
	Phone:Cell:
	Email:
	Type of Contract:
	Amount:
	Amount.

I. List of WBE Subcontractors:

1.13 MWDBE PARTICIPATION POLICY

Name	
Contact	Person:
Address	:
Phone:	Cell:
Email:	
Type of	Contract:
Work to	be Done:
Amount:	
Attach addition	al sheets, if necessary.
	: Self-certification of MWDBE firms will NOT be accepted as a valid form of certification
J. <u>Informa</u> <u>faith eff</u>	tion and documentation concerning efforts taken to comply with EPA's "six good orts"
oppo inclu sour http:	ure MWDBE construction firms or material suppliers are made aware of contracting ortunities to the fullest extent practicable through outreach and recruitment activities; ding placing MWDBEs on solicitation lists and soliciting them whenever they are potential ces. A good source for a list of MWDBEs is the Kentucky Transportation's website: //transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/CertifiedDirectory.aspx.
<u> </u>	The prime contractor certifies that a bidders list (see example sheet below) of qualified rendors, including MWDBEs, was developed for current and future solicitations and that he list will be maintained. Submit a copy of the list as documentation.
fram way inclu	e information on forthcoming opportunities available to MWDBEs and arrange time es for contracts and establish delivery schedules, where the requirements permit, in a that encourages and facilitates participation by MWDBEs in the competitive process; ding, whenever possible, posting solicitation for bids or proposals for a sufficient amount ne as to receive a competitive bid or proposal pool.
1	The prime contractor certifies that every opportunity was provided to a number of MWDBEs to encourage their participation in the competitive process and that an adequate amount of time was provided for response.
ē	List each MWDBE construction firm or material supplier to which a solicitation was attempted. Submit copies of letters, emails, faxes, telecommunication logs, certified mail receipts, returned envelopes, certified mail return receipts, etc. as documentation.
	Company Name and Phone Number:
	Area of Work Expertise:
	Date of any Follow-Ups and Person Spoke to:
ь	 Advertisements, if applicable: List each publication in which an announcement or notification was placed. Submit a tear sheet of each announcement from each publication as documentation.
	Name of Publication:
	Date(s) of Advertisement:
	Specific Subcontract Areas Announced:

	outreach was used; list serve, public meeting, etc. Submit applicable information to document effort.
	Method of Notification:NLA
	Date(s) of Notification:
3.	Consider in the contracting process whether firms competing for large contracts could subcontract with MWDBEs; including dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MWDBEs in the competitive process.
	The prime contractor certifies that the project was broken into its basic elements (i.e. dirt hauling, landscaping, painting, pipe installation, material supplies, etc.) and that a determination was made whether it's economically feasible to bid the elements separately and that the analysis of this effort was documented with a short memo to the project file.
4.	Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
	The prime contractor certifies that they established delivery schedules which would allow MWDBEs to participate in the projects.
5.	Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce. The easiest way to utilize the services of SBA and MBDA is to visit their websites: www.sba.gov and www.mbda.gov and use the electronic tools available there or you may send the nearest SBA and MBDA office a certified letter that generally describes the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known. You may also use the services and assistance of the Kentucky Procurement Assistance Program (KPAP). The easiest way to utilize the services of KPAP is to send an email: ced.kpap@ky.gov and provide information on forthcoming opportunities available to MWDBEs.
	The prime contractor certifies that the assistance of the SBA, MBDA, and/or KPAP was utilized. Submit pages printed off the SBA and MBDA websites which evidence efforts to register a solicitation on those sites or submit copies of the letter send and certified mail receipt as documentation; submit copies of emails with KPAP as documentation.
6.	If a subcontractor awards any subcontracts, require the subcontractor to take the steps in numbers 1 and 5 above.
	The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the "six good faith efforts" as listed above.
Signature a	and Date:
To the best contained ir representati	of my knowledge and belief, all "six good faith efforts" have been met and the information this document is true and correct; the document has been duly authorized by the legal
Signature	Rhonda Fister / President Print Name and Title
11-93)-16
The "civ goor	i faith efforts" were met by FCI, prime contractor, being a DBE and doing the majority of the contract. Some of the ops listed were not utilized or applicable as the prime contractor is 100%DBE

00410-22

1.14 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Free Contracting Inc.
(Name of Bodder)

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

Name of Organization:	Free (Long	Kaching	1. J	1 L		Date	Date 11/22/16	21/6
Catedories	Total	White	ite	B	Black	ŏ	Other	P⊥ L	Total
	וסומו	N	Ŀ	Æ	ш	×	L	Σ	L
Administrators									
Professionals	d		_					_	
Superintendents									-
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	7	_						_	
Skilled Craft	7	力						7	
Service/Maintenance	2	7						7	
Total	11	6	7	0	0	Q	0	0	7
Prepared By:	Humor	Carl Land	9						

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

In fleu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insurand with the

1620 Old Frankfort Pike, Lexington, KY 40504

Free Contracting Inc.

Names Insured: Address; Lower Griffen Gate Trunk Sewer

Delow, I.Re	oerow. I nese are outlined in the	in the Insurance and Risk Management of Section 00600 - Bonds and Certifications, Including all requirements, and candidates.	300 - Bonds and Certifications,	sured with the minimum of Including all requirement	Coverage	sted diffinger
Article						2
Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided to Insured	Name of Insurer	A.M.	A.M. Best's
		\$1,000 000 instruction S2 non national			Code	Rafino
1.05.D.1	CGL	\$2,000,000 combined single limit Requirements (a) through (e)	\$1,000,000 per occurrence \$2,000,000 aggregate	Westfield Ins. Co.	A	×
		Combined smale \$4 000 000 feet				
1.05.0.1	Auto	Requirements (a) through (c)	\$1,000,000 CSL	Westfield Ins. Co.	4	\$
		4			4	{
1.05.D.1	WC	Settitiony	Statutory	KEMI	-\ -\	
	Employer's					
1.U.S.U.1	Lua. D. T	\$500,000	\$1,000,000	KEMI	A-	Ę
						1

Section 00500 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting

Kevin Kelly	Name of Authorized Representative	Vice-President	THO .	A Section of the sect	Controlled In 1980	Administration of the state of	11/16/2016	ביים ביים
PWM a division of I Smith Lanier & Co.	Agency or Brokerage	360 E Vine St, Ste 200	Street Address	Lexington, KY 40508	City	(859) 254-8023	Telephone Number	

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

IMPORTANT! CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGES LISTED ABOVE

Project to be insured;

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

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Section 00600 - Bonds and Certifications, including all requirements, and condition Project to be insured: Address

Article	Coverage	Minimum Limits and Policy Requirements	Limits Provided to	Name of Insurer	A.M. Best's	est's
					Code	Rating
1.05.D.1	CGL	\$1,000,000/per occ., \$2,000,000/aggregate or \$2,000,000 combined single limit Requirements (a) through (e)				
1.05.D.1	Auto	Combined single \$1,000,000/per occ. aggregate Requirements (a) through (c)				
1.05.D.1	wc	Statutory				
1.05.D.1	Employer's Liability	\$500,000				

Section 00600 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting

Agency or Brokerage	Name of Authorized Representative
Street Address	Title
City	Authorized Signature
Telephone Number	Date

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

IMPORTANT: CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGES LISTED ABOVE S NOT PROVIDED.

Varnes Insured:

1.17	DEBARRED FIRMS	
	PROJECT NAME:	Lower Griffen Gate Trunk Sewer
	LFUCG BID NO.:	142-2014
	LEXINGTON-FAYETT LEXINGTON, KY	E URBAN COUNTY GOVERNMENT
	firms that has been det	hall certify that Subcontractors have not and will not be awarded to any parred for noncompliance with the Federal Labor Standards, Title VI of the As Amended, Executive Order 11246 As Amended or any other Federal
	Owner with the Bid For	ete the Debarment Certification in duplicate and submit both copies to the m. The Owner (grantee) shall transmit one copy to the Lexington-Fayette nent, Division of Community Development within fourteen (14) days after
	not and will not award a this bid, to any firm that	y certifies that the firm of <u>ree on racting</u> has subcontract, in connection with any Agreement award to it as the result of has been debarred for noncompliance with the Federal Labor Standards, ts Act of 1964, Executive Order 11246 As Amended or any Federal Law.
	Name of Firm Submittir	ng Bia y The
	Signature of Authorized	Official Rhonda Fister.
	President	<u>-</u>

1.18 DEBARMENT CERTIFICATION

All Contractors/Subcontractors shall complete this certification.

The Contractor/Subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.
 - a) Have not within a three year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c. Have not within a three (3) year period preceding this Bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the Contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name:	tree Contracting, Inc.
Project:	Lower Griffen Gate Trunk Sewer
Printed Name:	Rhonda Fister
Title of Authorized Rep	resentative: President
Signature:	
Date:	11-22-16

1.19 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Rhonda Fister President		
Typed Name & Title of Authorized Representative		
	11-22-16	-
Signature of Authorized Representative	Date	
•		
I am unable to certify to the above statements. My explan	ation is attached.	

1.20 BID BOND

Bond Number: See Attached BID BOND	
KNOW ALL MEN BY THESE PRESENTS, that we	
as principal (the "Principal") and	
hereinto called Surety, are held and firmly bound unto	
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 East Main Street, Third Floor Lexington, Kentucky 40507	
as obligee (the "Obligee"), in the penal sum of	dollars d Surety, bind everally, firmly by
WHEREAS, the Principal has submitted a bid for	
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the perior, if no period be specified, within ninety (90) days after opening, and the Principal shall contract with the Obligee in accordance with the terms of such bid, and give such bon be specified in the bidding or contract documents, or in the event of the failure of the Fisuch contract and give such bond or bonds, if the Principal shall pay to the Obligee the money not to exceed the penal sum hereof between the amount specified in said bid amount for which the Obligee may in good faith contract with another party to perform said bid, then this obligation shall be null and void; otherwise to remain in full force and shall the liability hereunder exceed the penal sum thereof.	all enter into a d or bonds as may Principal to enter into e difference in and such larger the work covered by
PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obond must be submitted in writing by registered mail, to the attention of the Surety Law address above, within 120 days of the date of this bond. Any suit under this bond must the expiration of one (1) year from the date of this bond. If the provisions of this parage prohibited by law, the minimum period of limitation available to sureties as a defense it the suit shall apply.	v Department at the t be instituted before raph are void or
DATED as of this day of, 20	
WITNESS / ATTEST:	
Principal (Secretary) Principal	
By: Name: Title:	(seal)
Surety (Secretary) Surety	
By: Name: Title:	(seal)

POWER OF ATTORNEY

(Attach to Bid Bond)

END OF SECTION

Bid Schedule Lower Griffin Gate Trunk Sewer

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
1	Mobilization	LS	1	20,000	20,000
2	Bonds and Insurance	LS	1	13,000	19,000
3	General Conditions	LS	1	10,000	10,000
4	Demobilization	LS	1	1,000	1,000
5	Erosion and Sediment Control and Conformance with SWPPP	LS	1	7,000	7,000
6A	15-Inch (PVC) or 14-inch (DIP) Gravity Sewer Pipe, 0-6' depth	LF	101	85	8,585
6B	21-inch (PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 0-6' depth	LF	71	90	6,390
6C	21-inch (PVC) or 20-inch (DIP, FRP, PGCP) Gravity Sewer Pipe, 6.1'-10' depth	LF	B95	95	85,075
6D	21-inch (PVC) or 20-lnch (DIP, FRP, PCCP) Gravity Sewer Pipe, 10.1'-14' depth	LF	628	100	62,800
6E	21-inch (PVC) or 20-inch (DIP, FRP, PCCP) Gravity Sewer Pipe, greater than 14' depth	LF	400	105	42,000
6F	30-inch Gravity Sewer Pipe (DIP, FRP, PVC, PCCP), 6.1'-10' depth	LF	2,178	110	239,580 w
7	6-inch Force Main (DIP, PVC, PGCP)	Lβ	166	80	13,280
8A	Connect to existing 10-inch sewer	EA	1	200	200
88	Connect to existing 15-inch sewer	EA	1	200	300
8C	Connect to existing 21-inch sewer	EA	1	400	460
BD)	Connect to existing 30-inch sewer	EA	1	1000	1,000
9	Manhole Abandonment	EA	9	25D	2920
10A	Standard Manhole w/Frames & Lids, 5 feet drameter, incl. infiltration pans(depth to 6 0")	EA	1	3000	3,000
10B	Standard Manhole w/Frames & Lids, 5 feet diameter, incl. infiltration pans(with 6.1' to 10.0' Extension)	EA	11	3500	38,500
10C	Standard Manhole w/Frames & Lrds, 5 feet diameter, incl. infiltration pans(with 10.1' to 14.0' Extension)	EA	2	4000	8,000 4,500
10D	Standard Manhole w/Frames & Lids, 5 feet diameter, incl. unfiltration pans(with 14.1' to 18.0' Extension)	EA	1	4500	4,50D

Bid Schedule Lower Griffin Gate Trunk Sewer

BID ITEM NO.	UNIT DESCRIPTION	דואט	APPROX.	UNIT PRICE	TOTAL AMOUNT BID
10E	Standard Manhole w/Frames & Lids, 6 feet diameter, incl infiltration pans(depth to 6 0')	EA	2	4100	8,200
10F	Standard Manhole w/Frames & Lids, 8 feet diameter, incl. infiltration pans(with 6.1" to 10.0" Extension)	EA	1	11000	11,000
11A	Manhole Drop Connection (8"-10")	EA	1	2,000	2,000
118	Manhole Drop Connection (24*-36*)	EA	1	3000	3,000
12	Connect FM to new MH	EA	1	200	200
13A	Cut and cap existing 6-inch CIP (orce main sewer	EA	1	65	65
13B	6" Wet Tapping Sleeve and Valve w/Line Slop (Hydra-Slop, or equal)	EA	1	7000	7,000
13C	Cut and cap existing 15-inch sewer	EA	2	300	600
13D	Cut and cap existing 21-inch sewer	EA	2	600	1,200
14	Pipe Abandonment, Safetoad, 6" Force Main	LF	250	1	250
15	Creek Crossing and Bank / Bed Restoration At Station 13+50	LS	1	320D	3,200
16	Video Inspection of new sewer pipe	1.F	4,439	1.85	8,212.15
17	Site Work Concrete, 3500 PS1	SY	10	45	450
18	Bituminous Concrete: Trench Construction, Street	SY	50	154	7,700
19	Seeding, Temporary, Extra as directed by Engineer	SY	4,000	.25	1,000
20	Seeding, Permanent	SY	B,000	1.95	15,600
21	Dense Graded Aggregate - DGA, Extra as directed by Engineer	Ton	75	22	15,600 1,650 4
22	No. 9 Crushed Stone, Extra as directed by Engineer	Ton	75	22	1,650
23	No. 57 Crushed Stone, Extra as directed by Engineer	Ton	75	22	1,650
24	No. 2 Crushed Stone, Extra as directed by Engineer	Ton	75	22	1,650
25	Safety Fence	LF	2,500	5	12,500

Bid Schedule Lower Griffin Gate Trunk Sewer

BID ITEM NO.	UNIT DESCRIPTION	דואט	APPROX.	UNIT PRICE	TOTAL AMOUNT BID	
26	Bypass Pumping Setup, ≥18-inch <24-inch Sewer Line	EA	3	.01	.03	
27	Bypass Pumping, ≥18-inch <24-inch Sewer Line	HR	50	.01	.50	
28	Maintenance of Traffic	LS	1	2000	2,000	
29	Combination Vacuum/Hydraulic Jet/Hydro Excavator, extra as directed by Engineer	HR	10	325	2, 250	
30	Backhoe/Extend-a-hoe, extra as directed by Engineer	HR	140	50	7,000	
31	Hoe Rem, extra as directed by Engineer	HR	10	100	1,000	
32A	Dump Truck, Single Axle, extra as directed by Engineer	HR	10	5D	500	
32B	Dump Truck, Tandem or Tn-Axle, extra as directed by Engineer	HA	10	55	550	
33A	Large Track Hoe. CAT 311 or Equivalent, extra as directed by Engineer	ня	10	55	550	
33B	Small Track Hoe, CAT 301 6C or Equivalent, extra as directed by Engineer	HR	10	50	500	
34	Skid-Sleer Loader, extra as directed by Engineer	HR	10	50	5 DD	
35	Roller/Compactor, extra as directed by Engineer	HR	10	50	500	
36	Rock Removal	CY	1,850	84	155,400	
37	Construction Traffic Greek Crossing	LS	1	26000	26,000	
38	Trail Reconstruction	SY	3,000	20	60,000	
39	Allowance. Misc. Site Improvements	LS	1	\$150,000.00	\$150,000	
	Total Amount Bld (Ilems 1 Thru 39) 1, 061, 237. 68					
	two hundred thirty seven dollars and sixty eight cents.					

Rhonda W. Fister, PE President, Free Contacting, Inc.

Years of Experience: 32 Years with Firm: 23

Education

B.S., Civil Engineering, University of Kentucky; 1985 B.S., Physics, Eastern Kentucky University; 1984

Registration

Professional Engineer, KY

Experience, Free Contracting, Inc. (1993-2013)

Ms. Fister has 32 years of engineering design, surveying and construction experience. For the past 23 years she has been sole officer and owner of Free Contracting, Inc., a heavy construction firm in Central Kentucky, since its incorporation in 1993. While building the small firm, she has been involved in all aspects of business management including overseeing projects with universities, local municipalities, state and federal governments such as USDA, LFUCG, Univ. of Kentucky and KDOT. Projects have evolved from small storm and sanitary sewer projects to larger road construction projects, dam construction and dam repairs.

Construction

As a prime contractor, Ms. Fister was involved in the construction of the following projects:

- Sungold Ditch Drainage Improvements, MSD; Louisville, Kentucky
- Lexington Community College Drainage Improvement, UK; Lexington, Kentucky
- Watsonville Road Sanitary Collectors, MSD; Louisville, Kentucky
- Irvine Pump Stations, City of Irvine; Irvine, Kentucky
- KY 177 Landslide Correction, KDOT; Morning View, Kentucky
- Blue Lick State Park, retaining wall, grade, drain and surface, KDOT; Robertson Co., KY
- Linkbelt, grade and drain; Lexington, Kentucky
- St. Luke Methodist Church; Lexington, Kentucky
- Suburban Mobile Home Park Expansion; Lexington, Kentucky
- · Grant Co., Grade and Drain, KDOT; Dry Ridge, Kentucky
- Crestview Sanitary Sewer; Nicholasville, Kentucky
- Scott Co., Grade and Drain, KDOT; Georgetown, Kentucky
- West Hickman Trunk Sewer, Sanitary Sewer Rehabilitation, LFUCG; Lexington, KY
- Boston Rd./Halifax Drive, Sanitary Sewer, LFUCG; Lexington, KY
- · Scott Co., Water Line; Georgetown, KY
- Bluegrass Mental Health, Sanitary Sewer; Lexington, KY
- Coldstream Park, Jogging Path, Lexington, KY.
- Dorseyville, Waterline, Carlisle, KY.
- Miller St. Redevelopment, Grade, Drain, Surface, Millersburg, KY.
- Limestone/Short Street Redevelopment, Lexington, KY.
- Water Service for Indoor Recreation Center, Georgetown, KY.
- 2000 Sanitary Sewer Manhole Rehab, Georgetown, KY
- Cherry Blossom Pump Station, Georgetown, KY
- North Elkhorn Watershed Sanitary Trunk Sewer, Lexington, KY
- Laco Drive Roadway Improvements, Lexington, KY
- Quality Dr./McClellan Circle Entrance Improvements and Signalization, Georgetown, KY
- · Nelson, Co., KDOT, Grade and Drain, New Haven, KY

- Logston Lane Roadway Improvements, Berea, KY
- Winburn Estates Sewer Addition, Lexington, KY
- Boyd Co., US 60, Grade, Drain and Asphalt Surface, Ashland, KY
- Mammoth Cave National Park, Storm Filters, Mammoth Cave, KY
- Bourbon/Montgomery Co., Scour Mitigation, Jeffersonville, KY
- Frankfort Wastewater Treatment Plant Improvements, Frankfort, KY 40601
- Emergency Guide Walls Repairs Lock & Dam #6 Kentucky River; Woodford County, KY
- Emergency Abutment Repairs Kentucky River Lock & Dam #3; Owen County, KY
- Morehead Olive Hill Road (US 60) Replace Bridge and Approaches at Fleming Fork Grade,
 Drain, and surfacing, KDOT; Carter County, KY
- Water Treatment Plant Improvements Lagoon Expansion and Effluent Relocation; Augusta, KY
- Pump Station Improvements Southwestern Bracken County Water Project; Bracken County, KY
- Emergency Guide Wall Repair on KY river at Lock #6, Woodford, KY
- Lock and Dam #3 Repairs, Owen, KY
- Evans Mill Drainage Improvements, Lexington, KY
- Stoney Point Road Bridge Replacement, North Middletown, KY
- · Huguelet Drive Extension at UK, Lexington, KY
- Lower Glendover West Drainage Improvements, Lexington, KY
- KY Horse Park Utility Relocation, Lexington, KY
- Lake Dredging at Natural Bridge State Park, Powell Co, KY
- Woodford Co. Rockfall Correction, KDOT, Versailles, KY
- Pigeon Roost Creek Earthen Dam, McKee, KY
- Fox Creek RCC Dam Repair, Flemingsburg, KY
- · Mammoth Cave Filter Replacement, Mammoth Cave, KY
- Culvert Extension, Morehead State University, Morehead, KY
- Bel-Air Sanitary Sewer, Winchester, KY
- Soccer Field & Access Rd., Morehead State University, Morehead, KY
- Ecton Park Sanitary Sewer Replacement, Lexington, KY
- Bob-O-Link Trunk Sewer Replacement, Lexington, KY
- Idle Hour Trunk Sewer Replacement, Lexington, KY
- Woodford Co. Food Bank, Versailles, KY
- Blue Sky Treatment Plant Demo & Lagoon Dewatering, Lexington, KY
- Hughes Ave Sewer Replacement, Winchester, KY
- Hillenmeyer Pump Station Decommission, Lexington, KY

Experience, Ky. Department of Transportation, Division of Materials (1990-91)

Materials

As project engineer with KDOT, Ms. Fister was involved with the inspection, testing and approval of all materials and their suppliers used in KDOT projects.

- Bituminous materials, plant inspection, mix design, lab and field testing of asphalt mixtures
- Concrete materials testing and approval
- Cement materials testing and approval
- Aggregate materials testing and approval
- Soils testing

Experience Ky. Department of Transportation, Division of Construction (1987-89)

Construction

As a project engineer or project manager, Ms. Fister's experience included construction stakeout, inspection and supervision for the following construction projects:

- Nicholasville By-Pass, box culverts, 2 railroad bridges, 5 miles grade, drain and surfacing, new construction, KDOT; Nicholasville, Kentucky
- South Broadway Underpass, railroad bridge, grade, drain and surfacing, storm and sanitary sewer relocation, anchor tie-back concrete retaining wall, KDOT; Lexington, KY
- Russell Cave Road Reconstruction, 3 miles grade, drain and surfacing, KDOT; Lexington, KY
- West Hickman Bridge, bridge construction, Man-O-War Boulevard, KDOT; Lexington, KY
- Man-O-War Boulevard Widening, 4 miles grade, drain and surfacing, KDOT; Lexington, KY

Experience, Ky. Department of Transportation, Division of Design (1985-86)

Design

As KDOT project engineer, Ms. Fister was involved with preliminary and final design of construction plans, final right of way, field surveys, cost estimates, specifications, and/or reports for the following projects:

- Various I-75 Slope Stabilizations, Kentucky
- Various I-71 Slope Stabilizations, Kentucky
- Bridge Replacement, Berry, Kentucky
- Bridge Replacement, 1132 Eagle Creek, Grant Co., Kentucky

Experience, GRW Engineers, Inc., (1984-85)

Design

As an engineering technician, Ms. Fister was involved with preliminary and final design of construction plans, final right of way plans and reports for the following projects:

- 14 miles of AA Highway, Kentucky
- · Various restaurant site plans

Martin D. Fister, PE, PLS General Superintendent

Years of Experience: 42 Years with Firm: 23

Education

B.S., Civil Engineering, University of Kentucky, 1977

Registration

Professional Engineer, KY Professional Land Surveyor, KY

Experience

Mr. Fister has 42 years of engineering, surveying and construction experience throughout the southeastern United States. He has served as project manager, project engineer, project surveyor, and construction project superintendent for a broad range of projects. His responsibilities have also included preliminary engineering design; evaluation of design alternatives; construction cost estimates; engineering surveys; final engineering design; planning; construction stakeout; site development; Projects have ranged upwards of \$5,000,000.

As prime contractor or project superintendent, Mr. Fister was deeply involved in the construction phase of the following projects:

•	Man-O-War Gabion Drainage Improvements	Lexington, KY
•	1990 Sanitary Sewer Rehabilitation	Lexington, KY
•	Phillips Lighting Storm Sewer Rehabilitation	Danville, KY
•	Thoroughbred Park Storm Sewers	Lexington, KY
•	Masterson Station Park Equipment Installation	Lexington, KY
•	Southland Drive Sanitary Sewers	Lexington, KY
•	Versailles Road Sanitary Sewers	Lexington, KY
•	Parkers Mill Road Grade and Drain	Lexington, KY
•	1991 Sanitary Sewer Rehabilitation	Lexington, KY
•	Higbee Mill Sewage Treatment Plant	Lexington, KY
•	1992 Sanitary Sewer Rehabilitation	Lexington, KY
•	Group 'B' Storm Sewers Construction	Lexington, KY
•	Coldstream Farm Pump Station Rehabilitation	Lexington, KY
•	Roll Call Center Pump Station, Force Main,	Lexington, KY
•	Henry Clay Boulevard Storm Sewers	Lexington, KY
•	Clays Mill Pump Station	Lexington, KY
•	1993 Sanitary Sewer Rehabilitation	Lexington, KY
•	1993 Lexington Manhole Rehabilitation	Lexington, KY
•	Stadium Bleacher Replacement	Richmond, KY
•	Alumni Drive Storm Drainage	Lexington, KY
•	Gainsborough Farm Phase III Waterlines	Versailles, KY
•	Sungold Ditch Drainage Improvements	Louisville, KY
•	Kentucky 144 Interceptor Sanitary Sewer Relocation	Lawrenceburg, KY
•	Lexington Community College Drainage Improvements	Lexington, KY
•	Watsonville Road Sanitary Collectors	Louisville, KY
•	HWEA Waterline Extension	Hopkinsville, KY
•	Irvine Kentucky Pump Stations	Irvine, KY
•	Kenton County, Grade and Drain, KDOT	Morning View, KY

•	Blue Lick State Park Parking Lot Construction, KDOT	Carlisle, KY
•	Linkbelt Factory Expansion	Lexington, KY
•	Suburban Mobile Home Park Expansion;	Lexington, KY
•	Grant County, Grade and Drain, KDOT	Dry Ridge, KY
•	Crestview Sanitary Sewer Construction	Nicholasville, KY
•	US 25 in Scott Co.; road reconstruction	Georgetown, KY
•	KY Turf Irrigation Lake Construction	Lexington, KY
•	West Hickman Sanitary Trunk Sewer, LFUCG	Lexington, KY
•	Boston Road/Halifax Drive Sanitary Sewers, LFUCG	Lexington, KY
•	Scott County Water Line Bluegrass Mental Health; Sanitary, asphalt, curb	Georgetown, KY Lexington, KY
•	Coldstream Park Jogging Path	Lexington, KY
	Indoor Recreation Center, water 16" DIP	Georgetown, KY
	Cherry Blossom Pump Station	Georgetown, KY
	Dorseyville; waterline, asphalt, curb	Carlisle, KY
	Limestone/Short Street Renovations;	Lexington, KY
	2000 San. Sewer Rehab	Georgetown, KY
•	North Elkhorn Watershed San. Sewer	Lexington, KY
•	Laco Dr. Roadway Improvements	Lexington, KY
•	Quality Dr./McClellan Circle Entrance and Signals	Georgetown, KY
•	Nelson Co., KDOT; sanitary, storm, asphalt, curbs, walls	New Haven, KY
•	Logston Lane Roadway Improvements;	Berea, KY
	Sanitary, storm, asphalt, curb	
•	Winburn Estates Sewer Addition;	Lexington, KY
•	Boyd Co., KDOT; sanitary, storm, asphalt, curbs, walls	Ashland, KY
	Mammoth Cave National Park, Stormfilters	Mammoth Cave, KY
•	Bourbon/Montgomery Co, Scour Mitigation	Jeffersonville, KY
•	Frankfort Wastewater Treatment Plant Improvements	Frankfort, KY
•	Emergency Guide Wall Repairs Lock & Dam #6	Versailles, KY
	Kentucky River, Woodford County	7777
•	Emergency Abutment Repairs Kentucky River	Monterey, KY
_	Lock & Dam #3, Owen County Manhand Olive Hill Bond (US 60) Raplace Bridge	Marchard VV
•	Morehead - Olive Hill Road (US 60) Replace Bridge And Approaches at Fleming Fork, KDOT; Carter County	Morehead, KY
	Water Treatment Plant Improvements Lagoon Expansion	Augusta, KY
•	And Effluent Relocation	Augusta, it i
•	Pump Station Improvements Southwestern Bracken	Brooksville, KY
	County Water Project	,
•	Morehead-Olive Hill Rd at Fleming Fork Creek	Carter, KY
•	Emergency Guide Wall Repair on KY river at Lock #6	Woodford, KY
•	The Downs Subdivision	Boone, KY
•	Evans Mill Drainage Improvements	Lexington, KY
•	Stoney Point Road Bridge Replacement	North Middletown, KY
•	Huguelet Drive Extension at UK	Lexington, KY
•	Lower Glendover West Drainage Improvements	Lexington, KY
•	KY Horse Park Utility Relocation	Lexington, KY
•	Lake Dredging at Natural Bridge State Park	Powell Co, KY
•	Temporary Emergency Entrance at UK	Lexington, KY
•	Woodford Co. Rockfall Correction	Versailles, KY
•	Pigeon Roost Creek Watershed FRS #3;earthfill dam	McKee, KY
•	Old Frankfort Pike Roundabout	Lexington, KY Cynthiana, KY
•	Main Licking River Raw Water Intake Improvements Locust Trace Agri-Science Farm	Lexington, KY
•	Locust Hace Ager-ocience Falli	Loxington, K I

Perimeter Fencing Capital City Airport Frankfort, KY Fox Creek MPS #4 Flemingsburg, KY Mammoth Cave Filter Replacement Mammoth Cave, KY Culvert Extension, MSU Morehead, KY Bel-Air Sanitary Sewer Winchester, KY Soccer Field & Access Rd., MSU Morehead, KY Ecton Park Sanitary Sewer Replacement Lexington, KY Bob-O-Link Trunk Sewer Replacement Lexington, KY Idle Hour Trunk Sewer Replacement Lexington, KY Woodford Co. Food Bank, Versailles, KY Blue Sky Treatment Plant Demo & Lagoon Dewatering Lexington, KY **Hughes Ave Sewer Replacement** Winchester, KY Hillenmeyer Pump Station Decommission Lexington, KY

Work Related Education

Work Zone Flagger
KY Erosion Prevention and Sediment Control Program
Inspector and Testing Course
OSHA 30 hour General Industry Course
Fire Extinguisher Education
Jobsite Accident Prevention
Proper Lifting Techniques
Proper Selection, Use and Maintenance of PPE
Competent Person Training
Construction Quality Management for Contractors with the
U.S. Army Corps of Engineers
CPR
First Aid
Bloodborne Pathogens

FLETCHER W. GABBARD

521 Reed Lane Lexington, KY 40503 Cell: 859-621-9833 Email: fletcher@freecontracting.com

CONTRACTING PROFESSIONAL

GENERAL CONTRACTING | CONSTRUCTION MANAGEMENT | PROJECT PERFORMANCE

Experienced project manager brings 20+ years of expertise to the table in pursuit of a Senior-level Contracting position. My ability to develop and implement feasible timelines and budgets, along with my ability to effectively lead cross-functional teams, has led to my career progression. Proven track record of success in budgeting, coordinating, and directing all planning and building phases of construction projects. I am a strong communicator with effective interpersonal skills, building good rapport with individuals in work process, and providing a sense of commitment and contribution to the overall success of team objectives. Highly motivated self-starter with a tireless drive and energy; leads by example with a sound professional attitude, strong work ethic, and pride in personal performance. I am looking to utilize my background in construction management to take that next step in my career with a respected organization that rewards leadership, performance, and results.

AREAS OF EXPERTISE

- Employee Relations
- Scheduling & Time Management
- Bid Negotiation
- Quality Control

- Recruitment & Selection
- Project Management
- Contract Negotiation
- Logistics Management
- Organizational Management
- Training & Development
- Budget Management
- Specification Knowledge

PROFESSIONAL EXPERIENCE

FREE CONTRACTING, INC., LEXINGTON, KY PROJECT MANAGER

2012 - PRESENT

- Provide management oversight for all phases of construction projects, including coordinating workers, materials and equipment, and ensuring specifications are being followed and work is proceeding on schedule and within budget.
- Review blueprints, schematics, project and building plans to divide construction activities into logical steps, budgeting time to meet established guidelines.
- Work closely with vendors and suppliers, overseeing supply ordering under strict budgetary constraints while controlling inventory through shortage and loss prevention initiatives.
- Analyze and administer construction contracts, obtaining all necessary permits and licenses adhering to proper codes and standards.

MOORE-GABBARD-BRIDGES GENERAL CONTRACTING, INC., LEXINGTON, KY OWNER

2005 - 2012

- Purchased Ira Tupts Contracting, Inc. and changed name to Moore-Gabbard-Bridges; 49% stock holder.
- Provide management oversight for all phases of construction projects, including coordinating workers, materials and equipment, and ensuring specifications are being followed and work is proceeding on schedule and within budget.
- Review blueprints, schematics, project and building plans to divide construction activities into logical steps, budgeting time to meet established guidelines.
- Monitor all building systems, including fire-protection, electrical, plumbing, air conditioning and heating specifications, and modifying accordingly given project parameters.
- Hire, fire, train, supervise, and monitor a staff and subcontractors, overseeing numerous, simultaneous projects and personnel for residential and commercial projects.
- Work closely with vendors and suppliers, overseeing supply ordering under strict budgetary constraints while controlling inventory through shortage and loss prevention initiatives.
- Analyze and administer construction contracts, obtaining all necessary permits and licenses adhering to proper codes and standards.
- Implement safety processes and procedures, ensuring subcontractors have necessary safety equipment while monitoring working conditions to provide a safe environment for workers.

IRA TUPTS CONTRACTING, INC., LEXINGTON, KY SUPERINTENDENT/PROJECT MANAGER

- Reviewed, negotiated and awarded bids, ensuring cost contingencies and all budget line items remained in positive standings by verifying subcontractor material, labor, and OH&P cost.
- Liaised with architects, engineers, and building consultants to ensure all issues were addressed and in compliance with set standards and specifications.
- Analyzed plans, prepared specifications, and estimated project costs.
- Ensured specifications were being followed and work was proceeding on schedule and within budget.
- Created, designed, and implemented programs from initial presentation to inception to final project stages, adjusting to any midstream adjustments or alterations indicated by clients.
- Worked hand-in-hand with vendors and suppliers, ensuring strict cost control of supplies.
- Monitored working conditions to ensure safety processes and procedures were being followed.
- Managed site superintendents daily to discuss project costs, schedule, and delivery concerns, administering site meetings covering multiple projects.

FLETCHER W. GABBARD - PAGE 2

PROFESSIONAL EXPERIENCE - CONTINUED

FLETCHER CONSTRUCTION Co. Inc., LEXINGTON, KY OWNER

1993 - 1995

- Responsible for the overall operations management of company.
- Prepared bids, negotiations, and signed contracts with clients.
- Developed and oversaw workforce planning initiatives, while maintaining the master schedule to ensure labor was allocated for projects and budgets were prepared accordingly.
- Managed new and existing projects from implementation to completion, meeting with key internal and external decision makers and clients on feasibility of project timelines and parameters.
- Acquired a portfolio of several successful projects through business development efforts and creating long-term relationships.
- Responsible for all controllership activities such as accounts payable, receivables, and payroll.

McGee Construction, Lexington, Kentucky 1991 - 1993 Superintendent

WILLIAM FINNIE AND ASSOCIATES, LEXINGTON, KENTUCKY 1985 – 1991
INSTRUMENT OPERATOR

Amy L. Frebis Business Manager

Years of Experience: 26 Years with Firm: 19

Education

B.A., Middle School Education, Morehead State University, 1995 A.S., Maysville Community College, 1991

Experience

Ms. Frebis has 26 years of experience in business and management positions. She has been Business Manager for Free Contracting Inc. for the past 19 years. Her experience is varied and involves business, financial and project management. She is experienced in acquisition of applicable permits, coordination with governing agencies, material suppliers, subcontractors and engineering firms. Her role is key from project startup to completion.

Project Experience

- · Lexington Community College Drainage Improvement, UK; Lexington, Kentucky
- Watsonville Road Sanitary Collectors, MSD; Louisville, Kentucky
- Irvine Pump Stations, City of Irvine; Irvine, Kentucky
- KY 177 Landslide Correction, KDOT; Morning View, Kentucky
- Blue Lick State Park, retaining wall, grade, drain and surface, KDOT; Robertson Co., KY
- Linkbelt, grade and drain; Lexington, Kentucky
- St. Luke Methodist Church; Lexington, Kentucky
- Suburban Mobile Home Park Expansion; Lexington, Kentucky
- Grant Co., Grade and Drain, KDOT; Dry Ridge, Kentucky
- Crestview Sanitary Sewer; Nicholasville, Kentucky
- Scott Co., Grade and Drain, KDOT; Georgetown, Kentucky
- West Hickman Trunk Sewer, Sanitary Sewer Rehabilitation, LFUCG; Lexington, KY
- Boston Rd./Halifax Drive, Sanitary Sewer, LFUCG; Lexington, KY
- Scott Co., Water Line; Georgetown, KY
- Bluegrass Mental Health, Sanitary Sewer; Lexington, KY
- Coldstream Park, Jogging Path, Lexington, KY.
- Dorseyville, Waterline, Carlisle, KY.
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- Limestone/Short Street Redevelopment, Lexington, KY.
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- Cherry Blossom Pump Station, Georgetown, KY
- North Elkhorn Watershed Sanitary Trunk Sewer, Lexington, KY
- Laco Drive Roadway Improvements, Lexington, KY
- Quality Dr./McClellan Circle Entrance Improvements and Signalization, Georgetown, KY
- Nelson, Co., KDOT, Grade and Drain, New Haven, KY
- Logston Lane Roadway Improvements, Berea, KY
- Winburn Estates Sewer Addition, Lexington, KY
- Boyd Co., US 60, Grade, Drain and Asphalt Surface, Ashland, KY
- Mammoth Cave National Park, Strom Filters, Mammoth Cave, KY
- Bourbon/Montgomery Co., Scour Mitigation, Jeffersonville, KY
- Frankfort Wastewater Treatment Plant Improvements, Frankfort, KY 40601
- Emergency Guide Walls Repairs Lock & Dam #6 Kentucky River: Woodford County, KY
- Emergency Abutment Repairs Kentucky River Lock & Dam #3; Owen County, KY

- Morehead Olive Hill Road (US 60) Replace Bridge and Approaches at Fleming Fork Grade, Drain, and surfacing, KDOT; Carter County, KY
- Water Treatment Plant Improvements Lagoon Expansion and Effluent Relocation; Augusta, KY
- Pump Station Improvements Southwestern Bracken County Water Project; Bracken County, KY
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- KY Horse Park Utility Relocation; Lexington, KY
- Lake Dredging at Natural Bridge State Park; Powell Co, KY
- Woodford Co. Rockfall Correction, KDOT; Versailles, KY
- Pigeon Roost Creek Watershed FRS #3; McKee, KY
- Old Frankfort Pike Roundabout; Lexington, KY
- Main Licking River Raw Water Intake Improvements; Cynthiana, KY
- Locust Trace Agri-Science Farm; Lexington, KY
- Perimeter Fencing Capital City Airport; Frankfort, KY
- Fox Creek MPS #4; Flemingsburg, KY
- Mammoth Cave Filter Replacement, Mammoth Cave, KY
- Culvert Extension, MSU, Morehead, KY
- Bel-Air Sanitary Sewer, Winchester, KY
- Soccer Field & Access Rd., MSU, Morehead, KY
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- · Hughes Ave Sewer Replacement, Winchester, KY
- Hillenmeyer Pump Station Decommission, Lexington, KY

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Fletcher

From:

Fletcher <fletcher@freecontracting.com>

Sent:

Tuesday, November 08, 2016 10:27 AM

To:

'waltbowman@twc.com'; 'jimearnest0851@aol.com'; 'richard@leakeliminators.com'; 'jean@horizontaldrill.com'; 'bcfcsherri@hotmail.com'; 'jcbryant@bryant-engrs.com'; 'sam@armedforcesconstruction.com'; 'nina@anewtechnology.com'; 'jdd75@msn.com'

Subject:

Veteran Owned Business - Subcontracting Opportunity

To Whom It May Concern.

Free Contracting, Inc. is seeking Veteran Owned Businesses (subcontractors) to bid on the Lower Griffin Gate Trunk Sewer. The scope of work consist of the installation of approximately 101 LF of 15" (PVC) or 14" (DIP), 1,994 LF of 21" (PVC) or 20" (DIP), 2,178 LF of 30" Gravity Sewer and approximately 166 LF of 6" Force Main sewer lines. The project will include the installation of 1 (one) 8' manhole, 2 (two) 6' manholes, and 15 (fifteen) 5' manholes. Plans and Specifications are available to view and/or purchase at: https://www.lynnimaging.com/distribution/View/ViewJob.aspx?job_id=18524
Bid date is 11/22/16 at 2:00pm EST.

Free Contracting, Inc. (859)621-9833 mobile (859)255-2236 office (859)259-0458 fax fletcher@freecontracting.com

Lower Griffin Gate Trunk Sewer

November 8, 2016

Memo to File:

Based on rough analysis of bid documents, the following may be economically feasible for subcontracting opportunities:

Concrete, surveying, asphalt and landscaping.

Free Contracting, Inc. is seeking Veteran Owned Businesses (subcontractors) to bid on the Lower Griffin Gate Trunk Sewer. The scope of work consist of the installation of approximately 101 LF of 15" (PVC) or 14" (DIP), 1,994 LF of 21" (PVC) or 20" (DIP), 2,178 LF of 30" Gravity Sewer and approximately 166 LF of 6" Force Main sewer lines. The project will include the installation of 1 (one) 8' manhole, 2 (two) 6' manholes, and 15 (fifteen) 5' manholes. Plans and Specifications are available to view and/or purchase at: https://www.lynnimaging.com/distribution/View/ViewJob.aspx?job_id=18524

Bid date is 11/22/16 at 2:00pm EST.

Please contact Fletcher Gabbard at Free Contracting, Inc. with questions. 859-255-2236

Fletcher

From: Fletcher < fletcher@freecontracting.com>
Sent: Tuesday, November 08, 2016 10:05 AM

To: 'ptac@hsbdc.org'

Subject: Lower Griffin Gate Trunk Sewer - Veterans

To Whom It may Concern,

Free Contracting, Inc. is seeking Veteran Owned Businesses (subcontractors) to bid on the Lower Griffin Gate Trunk Sewer. The scope of work consist of the installation of approximately 101 LF of 15" (PVC) or 14" (DIP), 1,994 LF of 21" (PVC) or 20" (DIP), 2,178 LF of 30" Gravity Sewer and approximately 166 LF of 6" Force Main sewer lines. The project will include the installation of 1 (one) 8' manhole, 2 (two) 6' manholes, and 15 (fifteen) 5' manholes. Plans and Specifications are available to view and/or purchase at: https://www.lynnimaging.com/distribution/View/ViewJob.aspx?job_id=18524
Bid date is 11/22/16 at 2:00pm EST.

Free Contracting, Inc. (859)621-9833 mobile (859)255-2236 office (859)259-0458 fax fletcher@freecontracting.com

FIGHT Tracky Sherry (Kritic) [mangorsherrintrackswichigor]

Sent: Monday, October 17, 2016 10:31 AM

To: rhonda@freecontracting.com

Subject: Kentucky DBE Certification information

Mrs. Fister:

This e-mail is to inform you that the Office for Civil Rights and Small Business Development has received your review information. I also want you to know that since we have been short staffed for so long, we are behind on our reviews. Please note that you are still a certified DBE in Kentucky and your certification does not expire. Should you need verification of your status with a prime contractor or other entity, please feel free to have them contact our office for verification. As well, you will remain as a DBE in our online directory.

I apologize for the inconvenience and will be in touch should I have any questions regarding your review information and to set up an onsite review.

Shevri Watts

Program Investigative Officer II Kentucky Transportation Cabinet Small Business Development Branch 200 Mero Street Frankfort, KY 40622 sherri.watts@ky.gov

Office: 502-564-3601 Fax: 502-564-2114



IMPORTANT CONFIDENTIALITY NOTICE: This transmission, including any attachment(s), is sent on behalf of the Kentucky Transportation Cabinet. It is intended only for the specified recipient(s) and may contain confidential or proprietary information. If you have received this transmission in error, please dispose of all copies of the original message. Thank you

Michael W. Hancock, P.E.

Kentucky Transportation Cabinet Secretary

COMMONWEALTH OF KENTUCKE



Transportation Cabinet

certifies that

FREE CONTRACTING, INC.

1620 Old Frankfort Pike, Lexington, KY 40504

Disadvantaged Business Enterprise Program has met all eligibility requirements to participate in the

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or procession

October 1, 2016

Next Review Date

DBE Lidison Officer





ADDENDUM No. 1

Bid Number: #142-2016 Date: November 4, 2016

Subject: Lower Griffin Gate Trunk Sewer Address inquiries to:

Brian Marcum

brianm@lexingtonky.gov

(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

1. ADDITIONAL INFORMATION:

- A. Pre-bid Attendance List (attached)
- B. Erosion and Sediment Control Protocols (attached)
- C. Pre-Bid Agenda and Meeting Summary (attached)
- D. Revised Bid Schedule

2. BID OPENING

Bid opening date has been extended to November 22, 2016 at 2:00 P.M. @ LFUCG's Division of Purchasing (200 East Main Street; 3rd floor)

3. SPECIFICATIONS

Section 02515 - Valves insert the following:

2.02 TAPPING SLEEVE AND VALVE

- A. All tapping sleeves, saddles and valves shall be designed for a working pressure of at least 250 psig for 12-inch and smaller. The valves shall be designed for a minimum differential pressure of 250 psi and a minimum internal test pressure of 500 psi unless otherwise noted on the Drawings.
- B. Verify the type of existing pipe and the outside diameter of the pipe on which the tapping sleeve is to be installed.
- C. Tapping sleeves shall be ductile iron dual compression type unless otherwise specified on the Drawings. The Drawings may require the use of corrosion resistant tapping sleeves in addition to polywrap in areas with corrosive soils. The sleeves shall be made in two halves which can be assembled and bolted around the main. Sleeves



shall meet the requirements of NSF 61. Outlet flanges shall conform to the flange requirements of AWWA C110.

D. The horizontal tapping valve shall conform to the applicable requirements of AWWA Standard C509. All tapping valves, 3 inches through 12 inches NPS, shall be ductile iron body, resilient-seated, nut-operated, non-rising stem gate valves suitable for buried service. The valve interior and exterior shall be epoxy coated at the factory by the valve manufacturer in accordance with AWWA Standard C550 (6-8 mil average, 4 mil minimum). The tapping valves shall have flanged inlets with mechanical joint outlets, enclosed bevel gears, bypass valve, rollers, tracks and scrapers.

Section 01025 - Measurement and Payment - insert the following:

2.82 Construction Traffic Creek Crossing

Payment is for furnishing, installing and maintaining the construction creek crossing and restoring the stream bank and bed. This is to be paid at the lump sum contract price, complete and in place which shall include compensation for excavation (excluding rock excavation), concrete, materials, bedding, backfilling, cleanup, restoration, seeding, plantings, and all other items necessary for a complete installation.

2.83 Trail Reconstruction

Payment is for reconstruction of the Coldstream Trail (bike/walking trail). This is to be paid at the Contract unit price per square yard, complete and in place, which shall include all labor, materials, and equipment necessary for the removal and disposal of the existing trail pavement, replacement of crushed stone base and bituminous concrete paving to reconstruct the Coldstream Trail per the Project Specific Notes and General Notes.



2.84 Allowance: Miscellaneous Site Improvements

An allowance has been established for Owner directed site improvements. This shall include all necessary labor, equipment, hauling, testing and incidentals required to perform all work involved in Owner directed Miscellaneous Site Improvements.

4. GENERAL NOTES:

Sheet C-3, Construction: Non-paved Site Restoration, No. 4, second bullet shall read:

All rocks one-inch or larger, debris, roots, and objectionable material shall be removed by use of a rock rake designed to remove all rocks, debris, roots, and objectionable material.

5. BID SCHEDULE:

Bid Item # 30 Allowance: Misc. Site Improvements – Total Bid Amount shall be \$150,000.00.

6. CLARIFICATIONS / QUESTIONS FROM PRE-BID MEETING

1. What will be the means of receiving bids?

Bids will be received from Prime Contractors on a <u>Unit Price</u> basis.

2. Is WBE a part of the 10% DBE goal?

Yes

3. Is the tapping sleeve and valve and associated installation a pay item?

Tapping sleeve and valve and associated installation is a pay item and has been added to the bid schedule and Section 1025.

4. Is rock removal a pay Item?

Yes. The quantity of rock removed shall be agreed upon by the job-site Superintendent and the Resident Project Representative (RPR) at the end of each work day.

5. When will the Notice To Proceed be issued?

Immediately following second reading by the Urban County Council. Notice To Proceed is expected to be issued no later than January 2017.

- 6. Is there an Engineer's estimate for this project?
- No. LFUCG does not provide engineer's estimates for construction projects.
- 7. Does the American Iron and Steel (AIS) requirement apply on this job?

Yes.

8. What will be the work hours on this job? May the contractor work overtime? How is overtime defined – greater than eight hours per day or 40 hours per week?

Work hours will be 40 hours per week per the Contract Documents. Contractor may request to work a schedule of four ten hour days, five eight hour days or other combination of 40 hours. Overtime may be requested per the Contract Documents and may be approved unless there are conflicts with Legacy Trail or other events. The contractor will be responsible for RPR overtime costs.

9. Per the bid schedule, there are line items for various pieces of equipment and labor categories. Will these be paid according to the estimated quantities?

The line items are place holders to be used as a basis for negotiations for any proposed change requests / change orders. All line item quantities will be adjusted with the Final Adjusting Change Order.

10. What are the flow rates required for bypass pumping?

Bypass pump flow rates have been specified in the Project Specific Notes.

11. How will the depth of rock be measured for pay quantities?

Correction From the Pre-Bid MeetIng: Rock removal will be required for the pipe envelope, as recommended by the pipe manufacturer, for the pipe proposed and



approved for this contract. The pipe envelope includes the pipe bedding and trench width as required by the pipe manufacturer. Minimum bedding thickness will be six inches. Rock removal will be paid for this quantity. The quantity of rock removed shall be agreed upon by the RPR and construction superintendent on a daily basis.

12. What is the required trench width?

Trench width will be that specified by the pipe manufacturer for the pipe proposed and approved for his contract.

13. Is there a site designated as a staging area?

LFUCG has secured permission from the University of Kentucky Coldstream Research Park for land that can be used for a staging area. The area is adjacent to the current Lower Cane Run Wet Weather Storage (tank) project. Encroachment of that wet weather storage project area will not be permitted. The staging area is a required submittal.

14. Is this project funded by the Kentucky Infrastructure Authority (KIA) and do KIA requirements apply?

Yes. Wage rates as specified apply.

15. Can work be performed on weekend(s)?

Yes, with prior permission of the Engineer.

16. How will the project site be accessed?

See Project Specific Notes: Contractor Access.

Comment RE: Site Restoration

For non-paved site restoration a rock-rake will be required. A Harley rake shall not be approved for use as a rock rake. Contractors are advised to include the use of a rock rake in their bid submittals. Payment for use of a rock rake is incidental to non-paved site restoration.



Todd Statin, Director
Division of Central Purchasing

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

COMPANY NAME: Free Contracting In
ADDRESS: 1620 Dld Frankfort Pike Lev, KY
SIGNATURE OF BIDDER: /PRESIDENT. 4009
Rholda tister

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Bid Number: 142-2016

Pre-bid Meeting Sign-In Sheet Project Name: Lower Griffin Gate trunk Sewer

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Date: November 2,2016

Bid Number: 142-2016

Pre-bid Meeting Sign-in Sheet

Jate: November 2,2016 Ver Griffin Gate trunk Sewer	Company Name Phone Number E-mail Address	4el 1 559-699-9344 bellison	18 11	[EL Breavation 606-794-1147	Ferguson with 859-302-5075 This weds 2 & Ferguson. Com	Vision Eminania 959 559 6516										
Project Name: Lower Griffin Gate trunk Sewer	Name	BOETHSON	Mark Fischer	Doug Wireman	Chars Weld	EKO CHO populi										



Permitting, Inspection, and Enforcement Procedures for Erosion and Sediment Control on Capital Projects Division of Water Quality Remedial Measures Plan (RMP)

RMP Program Manager: Vernon Azevedo

RMP Project Managers: Worth Ellis, Mark Fischer

RMP Administrative Specialist Principal: Courtney Thacher Construction Contract Administrators (CA): DWQ Consultants Resident Project Representatives (RPR): DWQ Consultants

ESC Plan Reviewer: DWQ Stormwater Section – Amad AL-Humadi ACCELA Data Entry: DWQ Compliance and Monitoring – Kevin Lyne

Permittee: Contractor

Permitting Procedures

- Contractor shall develop a Stormwater Pollution Prevention Plan / Erosion and Sediment Control Plan (SWPPP/ESC Plan). A SWPPP/ESC Plan template is on the LFUCG website at https://www.lexingtonky.gov/new-development.
 - On some projects, the construction contract documents may contain a SWPPP/ESC Plan prepared by LFUCG's staff engineer or consultant for purposes of establishing bid quantities. If the Contractor chooses to use this SWPPP/ESC Plan to obtain the required permits, the Contractor takes sole responsibility for the content of the SWPPP/ESC Plan and the implementation of the SWPPP during construction.
- Contractor must submit an application for a Land Disturbance Permit to the LFUCG
 Division of Engineering before beginning <u>project</u> construction. A permit application is
 on the LFUCG website at https://www.lexingtonky.gov/new-development.
- Contractor must submit a Notice of Intent (NOI) to the KY Division of Water (KDOW) and obtain KYR10 Permit coverage before beginning construction of any kind on the site.
 The NOI can be submitted electronically at: http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf.
- 4. Contractor cannot start <u>project</u> work until they have obtained the LFUCG Land Disturbance Permit and KYR10 Permit coverage. In addition, Contractor will be required to post an ESC Performance Bond before starting construction. (Note: ESC will be bid as lump sum. The value of the bond will be equal to the lump sum amount.)
- Amad AL-Humadi reviews the SWPPP/ESC Plan, confirms that the Contractor has
 obtained KYR10 Permit coverage, and authorizes the Contractor to install the initial
 BMPs.
- 6. Amad AL-Humadi inspects the <u>installation of the initial BMPs</u> and authorizes DOE to issue the LFUCG Land Disturbance Permit.



Contractor Responsibilities

Contractor shall:

- 1. Attend a pre-construction conference with LFUCG.
- 2. Post the LFUCG Land Disturbance Permit and KYR10 Permit on the project sign at the site.
- 3. Follow the SWPPP/ESC Plan; revise and redline it as conditions change on the site.
- 4. Install and maintain BMPs to prevent sediment from washing into streets, storm sewers, and streams.
- 5. Conduct an ESC inspection at least once every 7 calendar days and within 24 hours after each storm event of 0.5" or greater.
- 6. Complete an inspection form after each inspection.
- 7. Stabilize the site within 14 days after reaching temporary or final grade.
- 8. Maintain a 50' vegetative buffer strip along streams, wetlands, sinkholes, and inlets.
- 9. If work must be done within 50' of a stream, wetland, sinkhole, or inlet, complete work as soon as possible and stabilize the area within 24 hours after completing work.
- 10. File a Notice of Termination with the KY Division of Water, LFUCG Division of Engineering, and LFUCG Division of Water Quality when final stabilization has been achieved, Final stabilization is defined as follows from KYR10:

"All soil disturbing activities at the site have been completed and either of the two following criteria are met:

- a uniform(e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or
- b. equivalent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed."
- 11. Respond promptly to Verbal Warnings from LFUCG regarding correcting ESC problems.



Inspection Procedures of the RPR

RPR Monthly Field Inspection (two times a month if crossing a stream or in a floodplain)

- 1. Ensure the LFUCG Land Disturbance Permit and KYR10 Permit are posted at the site
- 2. Ensure ESC Plan and SWPPP are available for review
- 3. Ensure Contractors' weekly inspection forms are available for review
- 4. Walk the perimeter of the entire site
- 5. Note downgradient controls
 - Inspect silt fences, culvert/ditch outlets
 - Significant sediment discharges?
- 6. Walk around internal disturbed areas
 - Idle for more than 14 days . . . stabilized?
- 7. Inspect all inlets and ditches
 - Inlets protected, ditches stabilized?
- 8. Check out material/fuel storage areas
 - Spills? Leaks? Leaching pollutants?
- 9. Inspect concrete washout(s)
- 10. Inspect the construction entrance/exit
- 11. Inspect the vegetated buffer strip adjacent to streams (no disturbance allowed)
- 12. Complete the LFUCG monthly inspection checklist. Submit an electronic copy of the completed checklist to Kevin Lyne, the DWQ Project Manager, and Courtney Thacher. Kevin will enter it into ACCELA.
- 13. Inspect the site the next working day after a storm event of 0.5" or greater and complete the inspection checklist. Submit a copy to the DWQ Project Manager and Courtney Thacher.

Important things for the RPR to look for:

- Posted permits, plans, and inspection reports
- Graded areas stabilized with seed, mulch, blankets, mats, etc.
- Stabilized ditches
- Maintenance on silt fences and curb/drop inlets
- No mud on the street
- Trash and litter managed
- No disturbance in 50' buffer zone adjacent to streams, wetlands, sinkholes, and inlets, unless stabilized within 24 hours.



Enforcement Procedures

- The Contractor will be paid for erosion and sediment control based upon a schedule of values established within the Measurement and Payment section of the specifications (e.g. 25% paid once initial ESCs have been installed and LDP obtained, 50% paid in equal monthly payments for maintenance over the construction period, 25% paid for removal of ESCs and final stabilization). The intent of this provision is to pay the Contractor for monthly ESC maintenance only if the BMPs are functioning properly.
- 2. When the RPR identifies ESC deficiencies, the RPR shall issue a verbal warning to the Contractor to address the deficiencies. If the deficiencies are not addressed after two verbal warnings, the RPR shall notify the RMP Contract Administrator of the deficiencies. In some cases, the RMP Contract Administrator should be notified immediately. Refer to the attached Compliance Assistance Guidance for RPRs.
- The RMP Contract Administrator shall prepare a written summary of the deficiencies referred by the RPR, and shall notify the DWQ Project Manager that additional enforcement measures are needed to achieve compliance.
- 4. The DWQ Project Manager shall use all available means in the contract to obtain compliance, including:
 - a. stopping work
 - b. withholding payment
 - notifying the Contractor that LFUCG intends to initiate the process for declaring that the Contractor is in default of the contract and specifying a deadline for addressing the ESC deficiencies
 - d. initiating the process for calling the ESC Performance Bond
 - e. issuing NOVs

Compliance Assistance Guidance for RPRs on RMP Projects

Refer issue to RMP Contract Administrator after 2nd Verbal Warning
 Critical areas are streams, wetlands, sinkholes, and inlets

Pre- Bid Meeting Agenda

Project: Lower Griffin Gate Trunk Sewer Pre-Bid Meeting Date/Time: Wednesday, November 2, 2016 @ 2:00 P.M.

Location: 2nd Floor of the Tate Building

Introduction and Responsibilities

Topics of Discussion:

1. Owner's representatives: LFUCG DWQ

Vernon Azevedo, PE (Remedial Measures Program Manager) - DWQ

Roy Burgher (Project Manager) Hazen and Sawyer Engineers

Elizabeth Sebren (Copies of all files and KIA information) - DWQ

2. Engineer's representative: R.M. Johnson Engineering Inc.

Ronald M. Johnson PE (Project Manager) Main point of contact during construction

3. LFUCG Division of Purchasing:

Brian Marcum (Purchasing) <u>BrianM@lexingtonky.gov</u> Main point of contact during bidding process

Sherita Miller (DBE Participation) smiller@lexingtonky.gov

4. LFUCG Parks and Recreation

Michelle Kosieniak

5. The work entitled <u>Lower Griffin Gate Trunk Sewer</u>. The project is bound by the limits of construction as shown in the contract documents. Specifics consist of the construction of sanitary sewers, sanitary sewer manholes, force main sewer, erosion and sediment controls (ESC), stromwater pollution protection plan (SWPPP) and related infrastructure construction and/or furnishing of items as listed in the Bid Schedule, plus incidentals necessary to complete the work.

Lines of Communication

1. All bidding questions are to be submitted to Brain Marcum BrianM@lexingtionky.gov



2. All verbal instructions must be followed by written documentation. Verbal instructions are not binding by contract.

Schedule

- 1. Last Day for questions shall be November 8, 2016 at 4:00 P.M.
- Bid Opening: November 15, 2016 at 2:00 P.M. @ LFUCG's Division of Purchasing (200 East Main Street; 3rd floor)
- 3. Final Completion is 365 calendar days from Notice to Proceed.
- 4. Liquidated Damages are \$1,000.00 per day.

Schedule of Values

- This bid is based on Unit Prices. Unit prices shall be provided in the bid form (Section 00410) by the contractor to be used for any additions, changes or deductions to the Contract. Look closely at the Measurement and Payment Section of the Contract Documents (Section 01025)
- 2. Quantities shall be verified in the field by the inspector.
- 3. Change orders shall not be issued for differences between the unit bids and actual field conditions unless LFUCG DWQ approves changes to the Scope of Work occurs.
- 4. Unit prices and total contract amount will be reviewed prior to recommendation of award.

Construction Schedule

- 1. The overall construction schedule is 365 calendar days.
- 2. A specific construction schedule shall be submitted by the Contractor for review and approval prior to construction.

Existing Conditions

- The Contractor shall walk the site and note all existing conditions prior to beginning construction. No change orders shall be considered for items readily discernible by site visit.
- Utility coordination is the responsibility of the Contractor. This includes all utility related clearances, safety issues, OSHA requirements, and temporary bracing or bridging of utility items.

Required Submittals

- Construction Sequencing Plan
- Construction Traffic Creek Crossing
- Bypass Pumping Plan

- Abandoned Force Main Safeload Plan
- Traffic Control Plan Coldstream Trail
- Creek Crossing Construction Plan
- Staging Area Plan
- Spoils Management Plan
- Trench Dewatering Plan
- · Others as may be required by Contract Documents

Construction Issues of Note:

- Construction ingress/egress
- Construction starting point (MH-4) in conjunction with the adjacent LCR project
- Water line between MH-5 and MH-6
- · Construction coordination within dog park area
- Newtown force main tie-in.
- Force Main Hydra-Stop, Diversion, and Abandonment
- Safeloading Pipe
- Maintenance/Repair Access Ways
- Abandoned Manholes
- Blasting Not allowed
- Staging Area
- Coldstream Trail Restoration
- SSO's
- Use of Rock Rake is required
- Questions



CHAPLES MAP*IN DIPECTOR WATER QUALITY

ADDENDUM No. 2

Bid Number: #142-2016 Date: November 9, 2016

Subject: Lower Griffin Gate Trunk Sewer Address inquiries to:

Brian Marcum

brianm@lexingtonky.gov

(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

1. CLARIFICATIONS/QUESTIONS RECEIVED VIA EMAIL:

 The text on new plan sheet C-11 in the spec is blurry. Can a new plan sheet C-11 be issued?

No, contact Lynn Imaging for a replacement sheet.

2. Sheet C-9 profile manhole 10 to 11 shows 339.80' at 1.60% and sheet C-10 shows 1.19% for the same run. Please advise which is correct.

Sheet C-9 is correct at 1.60%.

3. Sheet C-8 manhole 4 states providing an 8" stub and cap for future. What is the invert elevation for this 8" stub?

The invert of the 8" stub and cap is to be located at the spring line elevation of 880.01'.

4. Several places in the plans states "see sheet C-12 for details" and the detail for that item is not there. For example, sheet C-11 where the new force main will tie to manhole 20 says see sheet C-12 for force main to manhole connection detail. Please clarify location of detail.

On sheets C-4 and C-11, note(s) referencing C-12 have been updated and/or deleted, therefore, disregard said notes.

5. Bid form item 8C – Connect to existing 21" sewer. I assume this connection would be at sta. 6+37.74 MH-4. Please clarify that the existing 21" pipe will or will not be connected to the new MH-4.



No, the existing 21" pipe will <u>not</u> be connected to new MH-4. Please disregard the note on Sheet C-8 profile view pertaining to intercepting existing 21" sewer line. This area to be addressed as part of the bypass pumping plan.

6. Will the dog park be closed from start to end or just a portion of the project?

The dog park will only be closed when construction directly impacts the boundary of the dog park.

7. Can the walk path (Legacy Trail) be closed from sta. 7+69 to 13+50?

Yes, Legacy Trail will be closed in this area during construction.

Todd Slatin, Director Division of Central Purchasing

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

ADDRESS: 1620 Old Frankfort Pike Lex Ky4
SIGNATURE OF BIDDER: Pres