

SECTION 00410 – BID FORM

Bob-O-Link Trunk Sewer Replacement

Division of Water Quality  
Lexington-Fayette Urban County Government

LFUCG Bid No. 157-2013

1.01 GENERAL

Place: Lexington, Kentucky

Date: December 18, 2013

The following Bid Form shall be followed exactly in submitting a Bid for this Work.

This Bid Form Submitted by

Free Contracting, Inc  
1620 Old Frankfort Pike, Lex KY 40504  
(Name and Address of Bidder)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, doing business as a Corporation  
"a corporation," "a partnership", or an "individual" as applicable

To: Lexington-Fayette Urban County Government  
(Hereinafter called "Owner")  
Office of the Director of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507

The Bidder, in compliance with your Advertisement for Bids for the Bob-O-Link Trunk Sewer Replacement; Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions and any and all addendums surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within Two-Hundred and Seventy (270) consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of One Thousand Dollars and /zero cents (\$1,000.00) for each consecutive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 12-3-13; Addendum No. \_\_\_\_ Date \_\_\_\_\_  
Addendum No. 2 Date 12-9-13; Addendum No. \_\_\_\_ Date \_\_\_\_\_  
Addendum No. 3 Date 12-13-13; Addendum No. \_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_ Date \_\_\_\_\_; Addendum No. \_\_\_\_ Date \_\_\_\_\_

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

1.02 LEGAL STATUS OF BIDDER

Bidder Free Contracting, Inc

Date 12-18-13

\*A. A corporation duly organized and doing business under the laws of the State of KY,  
for whom Rhonda Fister, bearing the  
official title of President, whose signature is  
affixed to this Bid is duly authorized to execute contracts.

\*B. A Partnership, all of the members of which, with addresses are: (Designate general partners  
as such)

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

\*C. An individual, whose signature is affixed to this Bid. (Print name)

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

\* The Bidder shall fill out the appropriate form and strike out the other two.

1.03 BIDDERS AFFIDAVIT

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

A. His/her name is Rhonda Fister and he/she is the individual submitting the Bid or is the authorized representative of Free Contracting, Inc, the entity submitting the Bid (hereinafter referred to as "Bidder").

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."

G. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

[Handwritten Signature]  
Affiant Signature President.

STATE OF KY  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by

Rhonda Fister on this the 18<sup>th</sup> day of Dec, 2013

My Commission expires: August 13, 2015  
Amy Freibis  
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.

**SCHEDULE A – ALL WORK EXCLUDING ROCK REMOVAL**

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
1	Mobilization	LS	1	\$50,000	\$50,000
2	Bonds and Insurance	LS	1	\$35,000	\$35,000
3	General Requirements	LS	1	\$75,000	\$75,000
4	Demobilization	LS	1	\$20,000	\$20,000
5	Erosion and Sediment Control and Conformance with SWPPP	LS	1	\$25,000	\$25,000

6	6-inch Gravity Sewer Lateral, PVC (SDR 35), 0-6' depth	LF	165	\$ 65	\$ 10,725
7	6-inch Gravity Sewer Lateral, PVC (SDR 35), 6.1'-10' depth	LF	345	\$ 74	\$ 25,530
8	8-inch Gravity Sewer Pipe, PVC (SDR 35), 0-6' depth	LF	292	\$ 70	\$ 20,440
9	12-inch Gravity Sewer Pipe (DIP, RCP, PVC), 0-6' depth	LF	242	\$ 95	\$ 22,990
10	12-inch Gravity Sewer Pipe (DIP, RCP, PVC), 6.1'-10' depth	LF	60	\$ 105	\$ 6,300
11	15-inch (RCP, PVC) or 14-inch (DIP) Gravity Sewer Pipe, 0-6' depth	LF	624	\$ 105	\$ 65,520
12	15-inch (RCP, PVC) or 14-inch (DIP) Gravity Sewer Pipe, 6.1'-10' depth	LF	230	\$ 115	\$ 26,450
13	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 0-6' depth	LF	146	\$ 125	\$ 18,250
14	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	LF	576	\$ 135	\$ 77,760
15	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	LF	152	\$ 155	\$ 23,560
16	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 0-6' depth	LF	236	\$ 135	\$ 31,860

17	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 6.1'-10' depth	LF	978	\$ 145	\$ 141,810
18	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 10.1'-14' depth	LF	168	\$ 165	\$ 27,720
19	24-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 0-6' depth	LF	20	\$ 165	\$ 3,300
20	24-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	LF	1,034	\$ 185	\$ 191,290
21	24-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	LF	1,008	\$ 215	\$ 216,720
22	24-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), greater than 14' depth	LF	140	\$ 245	\$ 34,300
23	24-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC, DI)	EA	4	\$ 1,500	\$ 6,000
24	21-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC, DI)	EA	21	\$ 1,000	\$ 21,000
25	18-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC, DI)	EA	10	\$ 700	\$ 7,000
26	15-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC,)	EA	9	\$ 400	\$ 3,600
27	12-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC, DI)	EA	2	\$ 400	\$ 800

28	10-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC, DI)	EA	2	\$300	\$600
29	8-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC, DI)	EA	2	\$200	\$400
30	36-inch Steel Encasement Pipe, bore and jack	LF	474	\$650	\$308,100
31	Connect to existing 8-inch sewer	EA	8	\$500	\$4,000
32	Connect to existing 15-inch sewer	EA	3	\$1,000	\$3,000
33	Partially demolish and fill manhole	EA	13	\$750	\$9,750
34	Install 6-inch Cleanout (HS 20 Rated for Traffic Loading)	EA	6	\$1,000	\$6,000
35	Install 6-inch Cleanout	EA	42	\$400	\$16,800
36	Standard Manhole, 4-foot diameter (depth 5.1 to 6.0 ft)	EA	8	\$2,500	\$20,000
37	Standard Manhole, 4-foot diameter (depth 6.1 to 10.0 ft)	EA	19	\$3,000	\$57,000
38	Standard Manhole, 4-foot diameter (depth 10.1 to 14.0 ft)	EA	7	\$3,500	\$24,500

39	Standard Manhole, 4-foot diameter (greater than 14' depth)	EA	2	\$5,000	\$10,000
40	Standard Manhole, 6-foot diameter (depth to 6.1 to 10.0 ft)	EA	1	\$5,000	\$5,000
41	Standard Manhole, 6-foot diameter (depth to 10.1 to 14.0 ft)	EA	1	\$6,500	\$6,500
42	Standard Manhole, 10-foot diameter (6.1' - 10' Depth)	EA	1	\$15,000	\$15,000
43	Manhole Drop Connection (8"-10")	EA	2	\$1,000	\$2,000
44	Manhole Diaphragm, Manhole Anti-Flotation Collar, & Watertight Cover (4-foot diameter Manhole)	EA	14	\$250	\$3,500
45	Manhole Diaphragm, Manhole Anti-Flotation Collar, & Watertight Cover (10-foot diameter Manhole)	EA	1	\$250	\$250
46	Reconnect new MH to existing service lateral	EA	8	\$600	\$4,800
47	Cut and cap existing 8-inch sewer	EA	4	\$300	\$1,200
48	Cut and cap existing 15-inch sewer	EA	8	\$300	\$2,400
49	Creek Crossing and Bank / Bed Restoration	LS	1	\$65,000	\$65,000



50	Video inspection of new sewer pipe	LF	6.392	\$ 1	\$ 6,392
51	Tree Removal, > 12-inch diameter	EA	50	\$ 1	\$ 50
52	#9 or #57 Stone for Shaker Drive Reconstruction (Additional Backfill Allowance - Zone 2)	LS	1	\$ 130,000	\$ 130,000
53	Bituminous Pavement Surface Replacement (Shaker Drive - Zone 3)	SY	4,200	\$ 29.12	\$ 122,304
54	Dense Graded Aggregate (DGA) Replacement Shaker Drive - Zone 3)	SY	4,200	\$ 9.66	\$ 40,572
55	Bituminous Pavement Surface Replacement (Bob-O-Link Drive)	SY	120	\$ 69.66	\$ 8,359.20
56	Dense Graded Aggregate (DGA) Replacement (Bob O Link Drive) (6" depth)	SY	120	\$ 16.16	\$ 1,939.20
57	Bituminous Pavement Surface Replacement (Rear Parking Lot of 1600, 1604, 1608, 1610, 1614, & 1618 Harrodsburg Rd)	SY	450	\$ 23.98	\$ 10,791
58	Bituminous Pavement Surface & Binder Replacement (Rear Parking Lot of 1600, 1604, 1608, 1610, 1614, & 1618 Harrodsburg Rd)	SY	250	\$ 46.09	\$ 11,522.50
59	Bituminous Pavement Surface & Binder Replacement (Driveway of 586 Bob-O-Link Drive)	SY	130	\$ 75.06	\$ 9,757.80
60	Bituminous Pavement Surface Replacement (Driveway of 586 Bob-O-Link Drive)	SY	95	\$ 74.46	\$ 7,073.70

61	Bituminous Pavement Surface & Binder Replacement (Driveway of 345 Bob-O-Link Drive)	SY	10	\$280.08	\$2,800.80
62	Bituminous Pavement Surface Replacement (Driveway of 345 Bob-O-Link Drive)	SY	330	\$41.73	\$13,770.90
63	Asphalt Pavement Milling, 1.5 - inch Depth	SY	10	\$143.11	\$1,431.10
64	20 ft x 40 ft Paved Truck Turnaround (345 Bob-O-Link)	SY	90	\$13.96	\$1,256.40
65	Roadway Striping	LF	1,100	\$1.30	\$1,430
66	Storm Sewer Replacement (12"), RCP	LF	48	\$55	\$2,640
67	Storm Sewer Replacement (15"), RCP	LF	56	\$60	\$3,360
68	Storm Sewer Replacement (24"), RCP	LF	24	\$70	\$1,680
69	Storm Sewer Replacement (30"), RCP	LF	48	\$85	\$4,080
70	Storm Sewer Replacement (36"), RCP	LF	32	\$95	\$3,040
71	Seeding, Temporary, Extra as directed by Engineer	SY	100	\$ .40	\$ 40

72	Seeding, Permanent	SY	19,500	\$ .50	\$ 9,750
73	Monolithic Concrete Curb & Gutter Replacement	LF	100	\$ 25	\$ 2,500
74	Concrete Curb Replacement	LF	10	\$ 20	\$ 200
75	Bituminous Curb Replacement	LF	10	\$ 20	\$ 200
76	Dense Graded Aggregate - DGA, Extra as directed by Engineer	Ton	10	\$ 25	\$ 250
77	No. 9 Crushed Stone, Extra as directed by Engineer	Ton	10	\$ 25	\$ 250
78	No. 57 Crushed Stone, Extra as directed by Engineer	Ton	10	\$ 24	\$ 240
79	No. 2 Crushed Stone, Extra as directed by Engineer	Ton	10	\$ 24	\$ 240
80	Concrete Sidewalk 4.5 - inch thick	SY	32	\$ 45	\$ 1,440
81	4.0 ft. Chain Link Fence	LF	600	\$ 25	\$ 15,000
82	Safety Fence, Extra as directed by Engineer	LF	100	\$ 3	\$ 300

83	Bypass Pumping Setup, <12-inch Sewer Line	EA	8	\$ 1,000	\$ 8,000
84	Bypass Pumping Setup, ≥15-inch <18-inch Sewer Line	EA	12	\$ 1,000	\$ 12,000
85	Bypass Pumping, <12-inch Sewer Line	HR	160	\$ 8	\$ 1,280
86	Bypass Pumping, ≥15-inch <18-inch Sewer Line	HR	700	\$ 10	\$ 7,000
87	Picadome Golf Course Restoration	LS	1	\$ 85,000	\$ 85,000
88	Reconstruction of Concrete Manhole Spillway (380 Bob- O-Link Drive)	LS	1	\$ 5,000	\$ 5,000
89	Miscellaneous Construction Items (1604, 1608, 1610, 1614, and 1618 Harrodsburg Road)	LS	1	\$ 15,000	\$ 15,000
90	Road ramps (as directed by Engineer)	EA	1	\$ 500	\$ 500
91	SSO Site Cleanup	EA	1	\$ 750	\$ 750
92	Maintenance of Traffic	LS	1	\$ 20,000	\$ 20,000
93	Combination Vacuum/Hydraulic Jet/Hydro Excavator, extra as directed by Engineer	HR	10	\$ 200	\$ 2,000

94	Backhoe/Extend-a-hoe, extra as directed by Engineer	HR	150	\$ 15	\$ 2,250
95	Hoe Ram, extra as directed by Engineer	HR	10	\$ 100	\$ 1,000
96	Dump Truck, Single Axle, extra as directed by Engineer	HR	10	\$ 50	\$ 500
97	Dump Truck, Tandem or Tri-Axle, extra as directed by Engineer	HR	10	\$ 70	\$ 700
98	Large Track Hoe, CAT 311 or Equivalent, extra as directed by Engineer	HR	10	\$ 80	\$ 800
99	Small Track Hoe, CAT 301.6C or Equivalent, extra as directed by Engineer	HR	10	\$ 50	\$ 500
100	Skid-Steer Loader, extra as directed by Engineer	HR	10	\$ 50	\$ 500
101	Roller/Compactor, extra as directed by Engineer	HR	10	\$ 50	\$ 500
102	Traffic Maintenance - Type 1 (Flagger), extra as directed by Engineer	HR	10	\$ 55	\$ 550
103	Electronic Arrow Board, extra as directed by Engineer	HR	10	\$ 10	\$ 100
104	Electronic Message Board, extra as directed by Engineer	WK	10	\$ 500	\$ 5,000

Schedule A (Items 1 Thru 104), all work excluding Rock Removal	\$2,346,315.00
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Total Schedule A Amount (In Words):

*Six Rev 12/18/13*  
Two million Three hundred Forty thousand three hundred fifteen Dollars and sixty cents

SCHEDULE B - ROCK REMOVAL

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
B1	Rock Removal (Mechanical Methods Only)	CY	2,650	\$0.01	\$26.50

Total Schedule B Bid Amount	\$ 26.50
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TOTAL BID AMOUNT (Sum of Schedule A and Schedule B):

Two million three hundred forty six thousand three hundred forty two dollars and ten cents  
 Dollars (\$ 2,346,342.10 )

Respectfully Submitted,

FIRM: Free Contracting, Inc

ADDRESS: 1620 Old Frankfort Pike

CITY/STATE/ZIP: Lexington, KY 40504

DATE: 12-18-13

BY: [Signature] /President  
(must be original signature)

TITLE: President

PHONE: 859-255-2236 x22 FAX: 859-259-0458  
(area code, number & extension)

EMAIL ADDRESS: rhonda@freecontracting.com

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.

1.05 STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of Bidder: Free Contracting, Inc
- B. Permanent Place of Business: 1620 Old Frankfort Pike, Lexington, KY 40504
- C. When Organized: June 1993
- D. Where Incorporated: KY
- 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:

Ohio Farmers Insurance Company (Surety)

Signed: Sandy Q. Black (Representative of Surety)  
Sandy Q. Black, Attorney-in-fact

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

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

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

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

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

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, MACKENZIE A. HUSTON, 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 suretyship-

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 Fidelity & 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 06th day of NOVEMBER A.D., 2012.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 06th day of NOVEMBER A.D., 2012, 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



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL 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 18th day of December AD 2013



Frank A. Carrino Secretary



I. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Martin Fister	General Superintendent	20+
Chonda Fister	President	20+
Fletcher Gabbard	Project Manager	1.5

J. MWDBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>MWDBE</u>	<u>% of WORK</u>
None			

(USE ADDITIONAL SHEETS IF NECESSARY)

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 sworn 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 WORK
1. <u>Boring</u>	Name: <u>Price Backhoe</u>	<u>No</u>	<u>10%</u>
	Address: <u>Science Hill, KY</u>		
2. <u>Paving</u>	Name: <u>ATS</u>	<u>NO</u>	<u>10%</u>
	Address: <u>Lexington, KY</u>		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		

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

1.07 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, X. [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.

Free Contracting Inc 12-18-13  Pros.  
 Company Date Representative Amanda Fister

1.08 STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: See attached

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_  
\_\_\_\_\_

\* Include all officers, office management, 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, handicapped, and aged persons.

  
Signature Rhonda Fister

Free Contracting, Inc.  
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

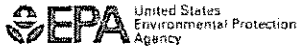
*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

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.

1.10 MWDBE SUBCONTRACTOR PARTICIPATION FORM



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**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 DBE<sup>1</sup> subcontractor<sup>2</sup> 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.

*FCT IS 100% DBE*

Subcontractor Name <i>N/A</i>		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

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

<sup>1</sup> 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.

<sup>2</sup> 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.

**EPA FORM 6100-2 (DBE Subcontractor Participation Form)**





1.11 MWDBE SUBCONTRACTOR PERFORMANCE FORM



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> 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 contractor's bid or proposal package.

*FCI is 100% DBE*

Subcontractor Name <i>NIA</i>		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA		Meets/ exceeds EPA certification standards?
<input type="checkbox"/> Other: _____		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> 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.

<sup>2</sup> 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.

**EPA FORM 6100-3 (DBE Subcontractor Performance Form)**



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Performance Form**

*FCI is 100% DBE*

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).

*N/A*

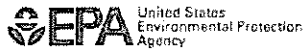
<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

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)**

1.12 MWDBE SUBCONTRACTOR UTILIZATION FORM



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**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 DBE<sup>1</sup> subcontractors<sup>2</sup> 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.

*FCI is 100% DBE*

Prime Contractor Name <i>N/A</i>		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> 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.

<sup>2</sup> 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.

**EPA FORM 6100-4 (DBE Subcontractor Utilization Form)**



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**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).

*FCI is 100% DBE*

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)**

1.13 MWDBE PARTICIPATION POLICY

PROJECT NAME: Bob-O-Link Trunk Sewer Replacement  
Lexington-Fayette Urban County Government

LFUCG BID NO. 157-2013 BID DATE: December 18, 2013

FCI IS 100% DBE

A. Name, address and telephone number of contact person on all MWDBE matters:

Prime Contractor's Name: Free Contracting, Inc  
Contact Person: Rhonda Fister  
Address: 11220 Old Frankfort Pike Lex KY 40504  
Phone: 859-255-2236 Cell: 859-621-6420  
Email: rhonda@freecontracting.com  
Total Contract Amount: As bid

B. 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: \_\_\_\_\_

E. Are certifications\* for each MWDBE subcontractor enclosed; if no, please explain:  
 Yes  No \_\_\_\_\_

F. Are MWDBE subcontracts or letters of intent signed by both parties enclosed; if no, please explain:  
 Yes  No \_\_\_\_\_

G. List of DBE Subcontractors:

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Work to be Done: \_\_\_\_\_  
Amount: \_\_\_\_\_

H. List of MBE Subcontractors:

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Work to be Done: \_\_\_\_\_  
Amount: \_\_\_\_\_

FCT is 100% DBE

I. List of WBE Subcontractors:

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Work to be Done: \_\_\_\_\_

Amount: \_\_\_\_\_

Attach additional sheets, if necessary.

\*Self-certification: Self-certification of MWDBE firms will NOT be accepted as a valid form of certification of MWDBE status.

J. Information and documentation concerning efforts taken to comply with EPA's "six good faith efforts"

1. Ensure MWDBE construction firms or material suppliers are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing MWDBEs on solicitation lists and soliciting them whenever they are potential sources. A good source for a list of MWDBEs is the Kentucky Transportation's website: <http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>.

The prime contractor certifies that a bidders list (see example sheet below) of qualified vendors, including MWDBEs, was developed for current and future solicitations and that the list will be maintained. *Submit a copy of the list as documentation.*

2. Make information on forthcoming opportunities available to MWDBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by MWDBEs in the competitive process; including, whenever possible, posting solicitation for bids or proposals for a sufficient amount of time as to receive a competitive bid or proposal pool.

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.

- a. 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: \_\_\_\_\_

- b. 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: \_\_\_\_\_

- c. Other, if applicable; List each notification method in which an announcement or outreach was used; list serve, public meeting, etc. *Submit applicable information to document effort.*

Method of Notification: \_\_\_\_\_

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](http://www.sba.gov) and [www.mbda.gov](http://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](mailto: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 and Date:**

To the best of my knowledge and belief, all "six good faith efforts" have been met and the information contained in this document is true and correct; the document has been duly authorized by the legal representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



1.14 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Free Contracting, Inc  
(Name of Bidder)

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.

1.15 WORKFORCE ANALYSIS FORM

Name of Organization: Free Contracting, Inc Date 12/18/13

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators									
Professionals	2	1	1					1	1
Superintendents	1	1						1	
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	2	1	1					1	1
Skilled Craft	3	3						3	
Service/Maintenance	2	2						2	
Total	10	8	2	0	0	0	0	8	2

Prepared By: Amy Freibis

1.16 EVIDENCE OF INSURABILITY

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


Names Insured: Fice Contracting Inc. Rhonda Fister President  
 Address: 1620 Old Frankfort Pike, Lexington, KY 40504-1014  
 Project to be Insured: Bob-O-Link Trunk Sewer Replacement Project

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 conditions:

Article Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided to Insured	Name of Insurer	A.M. Best's	
					Code	Rating
1.05.D.1	GGL	\$1,000,000/per occ., \$2,000,000/aggregate or \$2,000,000 combined single limit Requirements (a) through (e)	\$1,000,000 per occ. & \$2,000,000 Aggregate	Cincinnati Insurance	A+	XV
1.05.D.1	Auto	Combined single \$1,000,000/per occ. aggregate Requirements (a) through (c)	\$1,000,000 CSL	Cincinnati Insurance	A+	XV
1.05.D.1	WC	\$ Statutory	STATUTORY	KY Associated General Contractors	Self-Insured Fund	
1.05.D.1	Employer's Liability	\$500,000	\$4,000,000	KY Associated General Contractors	Self-Insured Fund	

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

PWM a division of J. Smith Lanier & Co.  
 Agency or Brokerage  
 360 E. Vine St.  
 Street Address  
 Lexington, KY 40507  
 City  
 (859) 254-8023  
 Telephone Number

Kevin Kelly, CPCU  
 Name of Authorized Representative  
 Vice-President  
 Title  
  
 Authorized Signature  
 12/17/13  
 Date

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

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

1.17 DEBARRED FIRMS

PROJECT NAME: Bob-O-Link Trunk Sewer Replacement

LFUCG BID NO.: 157-2013

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All Bidders shall complete the Debarment Certification in duplicate and submit both copies to the Owner with the Bid Form. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development within fourteen (14) days after Bid opening.

The undersigned hereby certifies that the firm of Free Contracting, Inc has not and will not award a subcontract, in connection with any Agreement awarded to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 As Amended or any Federal Law.

Free Contracting, Inc  
Name of Firm Submitting Bid

[Signature] / Pres  
Signature of Authorized Official Aronda Fister

President  
Title

12-18-13  
Date

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:


- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.
  - a) Have not within a three year period preceding this 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: Free Contracting, Inc

Project: Bob-O-Link Trunk Sewer Replacement

Printed Name: Rhonda Fister

Title of Authorized Representative: President

Signature:   
Rhonda Fister

Date: 12-18-13

1.19 CERTIFICATION REGARDING LOBBYING

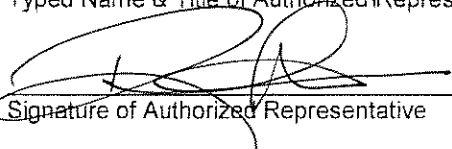
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

  
 Signature of Authorized Representative

12-18-13  
 Date

I am unable to certify to the above statements. My explanation is attached.

1.20 BID BOND

BID BOND

Bond Number: See Attached

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 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 \_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within ninety (90) days after opening, 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, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum 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. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS / ATTEST:

\_\_\_\_\_  
Principal (Secretary)

\_\_\_\_\_  
Principal

By: \_\_\_\_\_ (seal)  
Name:  
Title:

\_\_\_\_\_  
Surety (Secretary)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_ (seal)  
Name:  
Title:

## POWER OF ATTORNEY

(Attach to Bid Bond)

END OF SECTION



**Rhonda W. Fister, PE**  
**President**

Years of Experience: 28

Years with Firm: 20

Education

B.S., Civil Engineering, University of Kentucky; 1985

B.S., Physics, Eastern Kentucky University; 1984

Registration

Professional Engineer, KY

Experience

Ms. Fister has 28 years of engineering, surveying and construction experience. She has served as project manager, project engineer, and construction project superintendent for a broad range of heavy construction related projects. Ms. Fister has been a senior officer of a construction company for approximately 20 years, President of Free Contracting since its incorporation in 1993. She has been involved in project management for projects involving various local municipalities, governments, engineering firms and the EPA. Projects encompass grade, drain and surfacing, storm sewer construction, sanitary sewer construction and rehab, dam construction and repairs, engineering and design, surveys, construction stakeout and storm sewer design.

Construction

As project engineer or prime contractor, Ms. Fister was involved in the construction of the following 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
- 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, 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
- Emergency Guide Wall Repair on KY river at Lock #6 Woodford, KY
- Lock and Dam #3 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 Watershed FRS #3 McKee, 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

### Design

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

- 14 miles of AA Highway, Kentucky
- Various I-75 Slope Stabilizations, Kentucky
- Various I-71 Slope Stabilizations, Kentucky
- Bridge Replacement, Berry, Kentucky
- Bridge Replacement, 1132 Eagle Creek, Grant Co., Kentucky

### Materials

As project engineer, 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, laboratory and field testing of asphalt mixtures
- Concrete materials testing and approval
- Cement materials testing and approval
- Aggregate materials testing and approval
- Soils testing

**Martin D. Fister, PE, PLS**  
**General Superintendent**  
Years of Experience: 39  
Years with Firm: 19

**Education**

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

**Registration**

Professional Engineer, KY  
Professional Land Surveyor, KY

**Experience**

Mr. Fister has 39 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 Georgetown, KY
- Bluegrass Mental Health; Sanitary, asphalt, curb 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; Sanitary, storm, asphalt, curb Berea, KY
- 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
- Emergency Abutment Repairs Kentucky River Lock & Dam #3, Owen County Monterey, KY
- Morehead - Olive Hill Road (US 60) Replace Bridge And Approaches at Fleming Fork, KDOT; Carter County Morehead, KY
- Water Treatment Plant Improvements Lagoon Expansion And Effluent Relocation Augusta, KY
- Pump Station Improvements Southwestern Bracken County Water Project Brooksville, KY
- 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
- 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

**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

**Amy L. Frebis**  
**Business Manager**  
Years of Experience: 23  
Years with Firm: 16

**Education**

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

**Experience**

Ms. Frebis has 22 years of experience in business and management positions. She has been Business Manager for Free Contracting Inc. for the past 15 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.
- 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, 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
- Emergency Guide Wall Repair on KY river at Lock #6; Woodford, KY
- Lock and Dam #3; 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 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



# FLETCHER W. GABBARD

521 Reed Lane  
Lexington, KY 40503

Cell: 859-621-9833  
Email: [fletcher@freecontracting.com](mailto:fletcher@freecontracting.com)

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## 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.*

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### 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

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### PROFESSIONAL EXPERIENCE

#### FREE CONTRACTING, INC., LEXINGTON, KY

2012 - PRESENT

##### PROJECT MANAGER

- 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

2005 - 2012

##### OWNER

- 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**

1995 - 2005

- 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**

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**PROFESSIONAL EXPERIENCE - CONTINUED**

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**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**

---

Steven L. Beshear  
Governor

Michael W. Hancock, P.E.  
Secretary  
Kentucky Transportation Cabinet

# COMMONWEALTH OF KENTUCKY



*Transportation Cabinet  
certifies that*

FREE CONTRACTING, INC.

1620 Old Frankfort Pike, Lexington, KY 40504

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

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

October 1, 2016

*Next Review Date*

A handwritten signature in black ink, appearing to read "DBE Lidison Officer".

*DBE Lidison Officer*



THE AMERICAN INSTITUTE OF ARCHITECTS



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 **Bob O Link Trunk Sewer Replacement**

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 **18<sup>th</sup>** day of **December** **2013**

Amy Frebis  
(Witness)

**Free Contracting, Inc.**  
{ [Signature] (Principal) (Seal)  
Rhonda Pister. (Title) **President**

Charles [Signature]  
(Witness)

**Ohio Farmers Insurance Company**  
{ [Signature] (Surety) (Seal)  
Sandy Q. Black, **Attorney-in-Fact** (Title)

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

MACKENZIE HUSTON, CHRIS P. BARNETT, WILLIAM F. COWGILL, TERESA LYNNE JOHNS,  
SANDY Q. BLACK

Lexington, KY.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

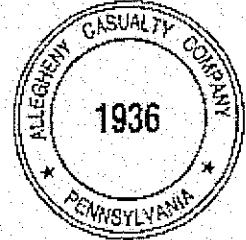
"RESOLVED, that (1) the President, Vice President, Executive Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



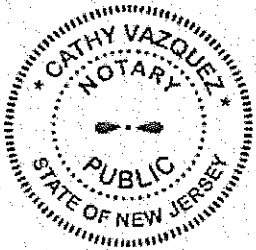
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of December 2013

MARIA BRANCO, Assistant Secretary



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

Bid Number: **157-2013**

Date: December 3, 2013

Subject: **Bob-O-Link Trunk Sewer Replacement**

Please address inquiries to:  
Betty Landrum @  
[bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)

**TO ALL PROSPECTIVE BIDDERS:**

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

Drawings: - Sheet C1, General Notes, add the following:

"9. The Contractor is responsible for providing by-pass pumping of sewage in accordance with Section 01520 of the Contract Documents to construct this project and to insure that no bypass or overflow of sanitary sewage occurs. By-pass pumping shall not be permitted between the hours of 6:00 p.m. and 7:00 a.m. without the written authorization from the Owner.

The following is provided for information only and in no way meant to serve as a by-pass pump sizing guide. The Contractor shall select the pump and test/demonstrate the ability of the selected pump to pump the required flow per Section 01520 of the Contract Documents. The gravity sewer pipe sizes in the project include:

<u>Pipe Size</u>	<u>Capacity @ Existing Slope</u>
15-inch	2,360 gpm
18-inch	2,590 gpm
21-inch	4,780 gpm
24-inch	3,770 gpm"

<b>Questions</b>	<b>Answers</b>
What is the Engineer's Estimate?	Between \$2.0 - \$3.0 million
What is the length of pipe on the project?	See the Bid Schedule in Section 00410.
What are Liquidated Damages?"	\$1,000.00 per day.
Will the entire right-of-way be expected to be cleared, including large trees?	Contractor shall clear only that area necessary to complete the work.
For dig and replacement of the existing line, does the new line need to be lowered?	The design intent is to match the crown elevation of the existing sanitary sewer pipe. See the plan and profile sheets.
Will Columbia Gas allow blasting within 15 feet of their high pressure gas line across Picadome Golf Course:	Blasting will not be allowed on this project. See the Bid Schedule in the Bid Form Section 00410.
Is telemetry required for the bypass pumping system?	No. See Section 01520.
Is wet weather flow data available?	See General Note #9.
What are the Average Daily/Peak Dry Weather flows?	See General Note #9.



Todd Slatin, Director  
Division of Central Purchasing

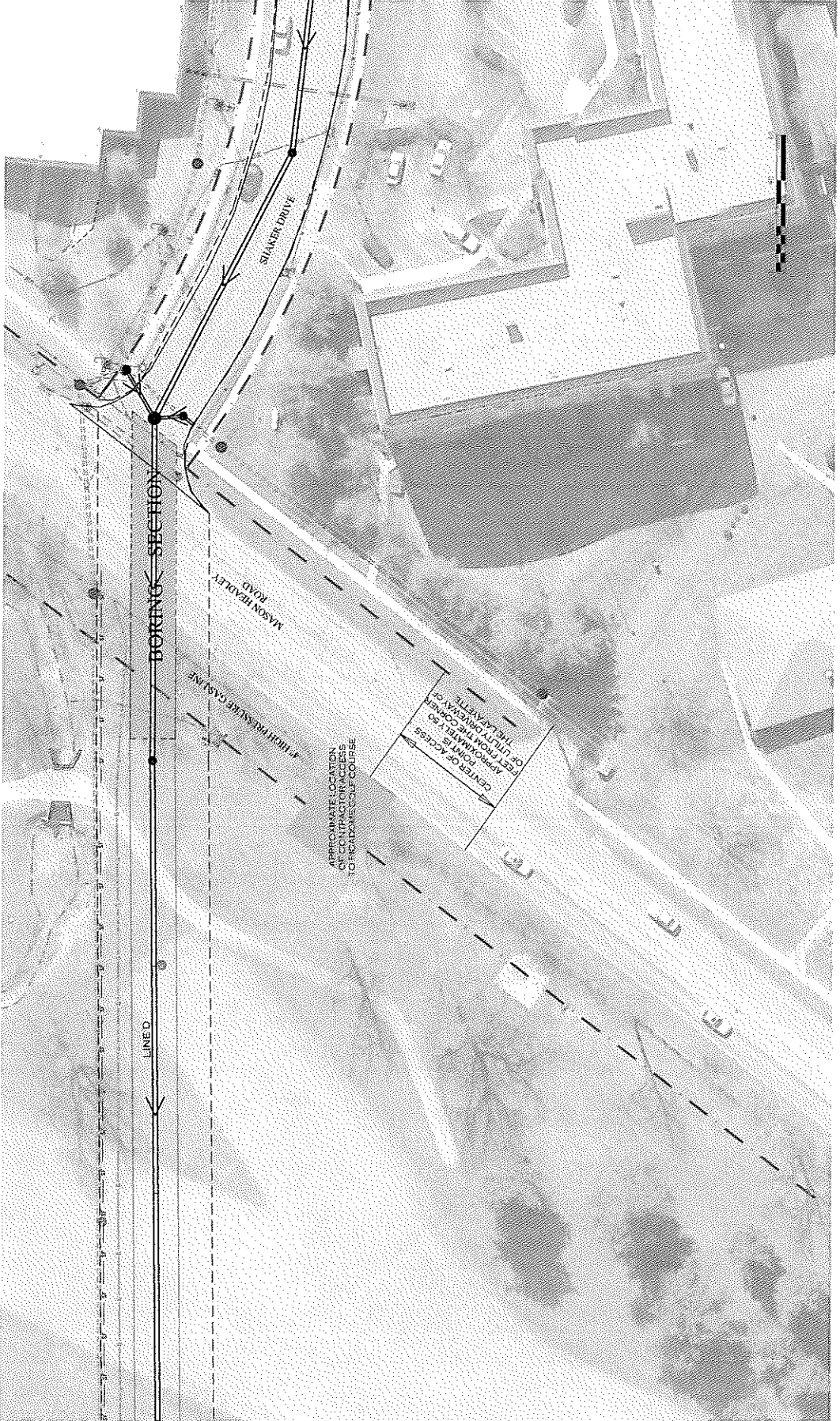
All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Free Contracting, Inc

ADDRESS: 1620 Old Frankfort Pike, Lexington, KY 40504

SIGNATURE OF BIDDER:  / President  
Rhonda Fister.

ADDENDUM 1  
ATTACHMENT A



NOTE: THE AERIAL IMAGERY DEPICTED WITHIN THIS PLAN IS FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE CONSIDERED DIMENSIONALLY EXACT.



BOB-O-LINK  
TRUNK SEWER  
REPLACEMENT  
LUGG B/D NO. 187, 2013  
MAP ID NO. WR-10

PROJECT NO.  
1-20078  
DATE  
MAY 2013  
DRAWN BY  
ML  
CHECKED BY  
SM

DESCRIPTION OF REVISION

BID SET  
CONTRACTOR ACCESS  
TO PICADOME  
GOLF COURSE

SHEET NO.  
ADDENDUM 1  
ATTACHMENT A



**Bob-O-Link Trunk Sewer Replacement  
Invert Comparison with Existing and Proposed  
Sanitary Sewer Manholes**

Proposed Manhole	Existing Manhole	Existing		Proposed		Difference in Elevation ( <i>Existing minus Proposed</i> )
		Inv In	Inv Out	Inv In	Inv Out	
D-15	WR4_11	928.71	928.61	927.96	927.86	0.75
D-16	WR4_12	930.02	929.92	929.28	929.18	0.74
D-17	WR4_12A	931.01	930.91	930.27	930.17	0.74
D-18	WR4_12B	932.09	931.99	931.35	931.25	0.74
D-19	WR4_13	933.19	933.09	932.43	932.33	0.76
D-20	WR4_14	937.62	937.52	936.90	936.80	0.72
D-21	WR4_14A	943.25	943.15	942.75	942.65	0.50
D-22	WR4_15	943.65	943.55	943.15	943.05	0.50
D-23	WR4_22	944.11	944.01	943.61	943.51	0.50
D-24	WR4_23	944.66	944.56	944.20	944.10	0.46
D-25	WR4_24	945.92	945.82	945.50	945.40	0.42
D-26	WR4_25	946.74	946.64	946.10	946.00	0.64
D-27	WR4_26	950.55	950.45	950.30	950.20	0.25

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
NOTIFICATION OF CONSTRUCTION PROJECT**

**INVITATION FOR BIDS #:** 157-2013

**PROJECT TITLE:** Bob-O-Link Trunk Sewer Replacement Project

**SCOPE OF WORK:** The project includes providing all construction supervision, labor, materials, tools, and test equipment for the replacement and upsize of approximately 6,500 linear feet of sanitary sewer from manhole WR4\_480 upstream to WR4\_29 within the Wolf Run Sewer Shed of Lexington-Fayette County, Kentucky.

**BID OPENING DATE:** 12/18/2013

**TIME:** 2:00PM

**UCG PROJECT MANAGER:** Mark Fischer  
(859) 258-3415

**PLANS AVAILABLE FROM:** Lynn Imaging  
328 Old East Vine Street  
Lexington KY 40507  
(859) 255-1021

**DEPOSIT REQUIRED:** Cost of Duplication

**REFUNDABLE?:** No

**Internet Posting**

Information on the above listed construction project is now available for download on our internet-based system. To take part in this process, please visit our site at: [www.lfucg.economicengine.com](http://www.lfucg.economicengine.com)

Click on "Register Your Company" and follow the instructions.

If you have questions pertaining to internet enrollment, please contact customer support at 1-866-526-9266.

**The Affirmative Action Plan of the Lexington-Fayette Urban County Government applies to this project. Additional Federal regulations may apply. See bid documents for details.**

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON DECEMBER 6, 2013 @ 10:00 AM, LOCAL TIME AT THE TATE BUILDING, 125 LISLE INDUSTRIAL AVENUE, 2<sup>ND</sup> FLOOR CONFERENCE ROOM, LEXINGTON, KY 40511.**



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

Bid Number: 157-2013

Date: December 9, 2013

Subject: Bob-O-Link Trunk Sewer Replacement

Please address inquiries to:  
Betty Landrum @  
[bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)

**TO ALL PROSPECTIVE BIDDERS:**

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

Please see attached the following documents:

- Pre-Bid Meeting Minutes from 12-6-13
- Attendees list from Pre-Bid Meeting
- Permitting, Inspection, & Enforcement Procedures for Erosion and Sediment Control on Capital Projects.

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.

COMPANY NAME: Free Contracting, Inc

ADDRESS: 1620 Old Frankfort Pike, Lex KY 40504

SIGNATURE OF BIDDER: [Signature] / President.  
Rhonda Fister.



## Contractor Responsibilities

Contractor shall:

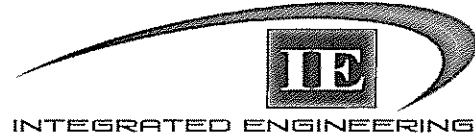
1. Attend a pre-construction conference with LFUCG.
2. Post the LFUCG Land Disturbance Permit and KYR10 Permit on the project sign at the site.
3. **Follow the SWPPP/ESC Plan; revise and redline it as conditions change on the site.**
4. Install and maintain BMPs to prevent sediment from washing into streets, storm sewers, and streams.
5. **Conduct an ESC inspection at least once every 7 calendar days and within 24 hours after each rainfall 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. For work within 25' of a stream, wetland, sinkhole, or inlet, stabilize the area within 24 hours after completing work.
9. Maintain a 25' vegetative buffer strip along streams, wetlands, sinkholes, and inlets. The buffer zone is 50' adjacent to streams impaired by sediment. The list of impaired streams can be found at <http://www.lexingtonky.gov/index.aspx?page=2677>.
10. File a Notice of Termination with the KY Division of Water, LFUCG Division of Engineering, and LFUCG Division of Water Quality when construction has been completed.
11. Respond promptly to Verbal Warnings from the LFUCG inspector regarding correcting ESC problems.



## Enforcement Procedures

1. 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.**
3. 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
  - c. 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 NOV's

## PRE-BID MEETING MINUTES



RE: Bob-O-Link Trunk Sewer Replacement  
LFUCG Bid # 157-2013

MEETING DATE: Date: December 6, 2013  
Time: 10:00 AM

LOCATION: 125 Lisle Industrial Boulevard; Suite 180 (Tate Building)

PRESENT: Refer to attached sign-in sheet

On this date, the Pre-Bid Meeting was held for the above referenced project. Following is a summary of the topics discussed:

### Introduction and Responsibilities

1. Owner's representatives: LFUCG DWQ  
Mark Fischer, PE, (Project Manager) **Owner's point of contact during construction**  
Vernon Azevedo, PE (Remedial Measures Program Director)
2. Engineer's representatives: Integrated Engineering  
Eddie Mesta, PE, (Project Manager), **main point of contact during construction**
3. LFUCG Division of Purchasing:  
Betty Landrum (Purchasing) [bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov) **main point of contact during bidding process**  
Marilyn Clark (DBE Participation)
4. The work is entitled the "**Bob-O-Link Trunk Sewer Replacement**". The project is bounded by the limits of construction as shown in the construction documents. Specifics consist of the construction of sanitary sewers, sanitary manholes, bypass pumping, water pollution control, erosion control, curbs, pavement, 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 Betty Landrum [bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)
2. All verbal instructions must be followed by written documentation. Verbal instructions are not binding by the contract.

### Existing Conditions

1. 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 a site visit.
2. 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.

### Traffic Control

1. The Contractor shall maintain traffic access at all times. Means and methods are the responsibility of the Contractor. The Contractor shall be required to submit a Maintenance of Traffic Plan for review and approval prior to construction. The Contractor shall be required to communicate with LFUCG's Division of Traffic at all times during construction for notification of impacts to traffic.

### LFUCG Division of Purchasing Comments

1. Betty Landrum, LFUCG Division of Central Purchasing: Contractors are to make sure that they complete all of the required bidding documentation found in the Contract Documents including what is required for KIA compliance.
2. Betty Landrum, LFUCG Division of Central Purchasing (On Behalf of Marilyn Clark): Contractors are to make sure that all of the required DBE participation forms are completed in the Bid Form.

### Erosion and Sediment Control

1. Richard Walker, PE, Tetra Tech, Inc.: Overview of LFUCG's ESC requirements.

### Staging / Storage / Parking /Access to the Site

1. Coordination with LFUCG and private property owners for staging, parking, stockpiling, shall be the responsibility of the Contractor.

### Bypass Pumping

1. The Contractor shall be required to submit a detailed bypass pumping plan for review and approval prior to construction.

### Picadome Golf Course

Please pay particular attention to the note regarding the Picadome Golf Course Allowable Construction Time on Sheet C1 of the Construction Plans. The note states:

*Construction within the limits of the Picadome Golf Course will only be allowed from **NOTICE OF AWARD** until March 1, 2014 unless otherwise noted. The Contractor will make every effort to have the sanitary sewer infrastructure installed and properly backfilled within the golf course by March 1, 2014 so that the surface restoration can begin and be completed in a timely manner.*

Please also note the added note Sheets SA1 and SA2 of the Construction Plans regarding Columbia Gas of Kentucky's anticipated gas line construction that will be going on during the same time interval of the proposed sanitary sewer construction. The note states:

Attendees List - Pre-Bid Meeting

Bob-O-Link Trunk Sewer

Dec. 6, 2013, 10:00 a.m.

INITIALS	NAME	ORGANIZATION	PHONE #	E-MAIL ADDRESS
WVA	Azevedo, Vernon	LFUCG - DWQ	Office: (859) 425-2438 Mobile: (859) 285-9173	<a href="mailto:wazevedo@lexingtonky.gov">wazevedo@lexingtonky.gov</a>
	Baldwin, Doug	LFUCG - DWQ	Office: (859) 258-3474 Mobile: (859) 806-9700	<a href="mailto:dbaldwin@lexingtonky.gov">dbaldwin@lexingtonky.gov</a>
	Clark, Marilyn	LFUCG - Purchasing	Office: (859) 258-3320	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>
	Fields, Mike	LFUCG - Parks & Rec.	Office: (859) 288-2969	<a href="mailto:mfields@lexingtonky.gov">mfields@lexingtonky.gov</a>
MWF	Fischer, Mark	LFUCG - DWQ	Office: (859) 258-3415 Mobile: (859) 361-3334	<a href="mailto:mfisher@lexingtonky.gov">mfisher@lexingtonky.gov</a>
Bob	Landrum, Betty	LFUCG - Purchasing	Office: (859) 258-3320	<a href="mailto:bettyb@lexingtonky.gov">bettyb@lexingtonky.gov</a>
	Lester, Bill	Integrated Engineering	Office: (859) 368-1045	<a href="mailto:bill@int-engineering.com">bill@int-engineering.com</a>
EM	Mesta, Eddie	Integrated Engineering	Office: (859) 368-1045	<a href="mailto:eddie@int-engineering.com">eddie@int-engineering.com</a>
RWW	Walker, Richard	Tetra Tech, Inc.	Office: (859) 514-8749	<a href="mailto:richard.walker@tetratech.com">richard.walker@tetratech.com</a>
	Wijesiri, Harsha	Integrated Engineering	Office: (859) 368-1045	<a href="mailto:harsha@int-engineering.com">harsha@int-engineering.com</a>
	James Crosier	MAC	812 941 7895	<a href="mailto:jcrosier@MACconstruction.com">jcrosier@MACconstruction.com</a>
	JOE FARRUGIA	ALCIED	859 414 1763	<a href="mailto:joe.farrugia@alliedpumpcontractors.com">joe.farrugia@alliedpumpcontractors.com</a>
	JOE RAST	Garney Const.	615-350-7975	<a href="mailto:GGOFF@GARNEY.COM">GGOFF@GARNEY.COM</a>
	FLETCHER GIBSON	FIRE CONTRACTING	859-265-3324	<a href="mailto:fletcher@firecontracting.com">fletcher@firecontracting.com</a>
	Brian Lewis	Bedrock Contracting	859 621-1249	<a href="mailto:brianlewis@bedrockcontracting.nc.cc">brianlewis@bedrockcontracting.nc.cc</a>
	Garrod Conn	Lagco Inc.	859-293-7473	<a href="mailto:gorrod@lagco.com">gorrod@lagco.com</a>

Initials by your name indicates attendance.





Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

Bid Number: 157-2013

Date: December 13, 2013

Subject: Bob-O-Link Trunk Sewer Replacement

Please address inquiries to:  
Betty Landrum @  
[bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)

**TO ALL PROSPECTIVE BIDDERS:**

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


**See Attached REVISED BID FORM (Attachment A) to be used for  
ALL bid submittals**

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.

COMPANY NAME: Free Contracting, Inc

ADDRESS: 1620 Old Frankfort Pike, Lex KY 40504

SIGNATURE OF BIDDER:  Rhonda Fick. President