WOLF RUN TRUNK SEWERS D & E WASTEWATER SYSTEM IMPROVEMENTS

Division of Water Quality Lexington-Fayette Urban County Government

LFUCG Bid No. 132-2020

1.01 GENERAL

Place: Lexington, Kentucky		Date:	02-04-202
The following Bid Form shall be followed exact	ly in submitting a Bid fo	or this Work.	
This Bid Form Submitted by Tribute	Contracting	- Consult	ants, LLC
<u> 2125 Co</u>	unty Rd I So (Name and Addre	uth Point (ess of Bidder)	OH 45680
(Hereinafter called "Bidder"), organized and ex	isting under the laws o	f the State of	hio doing
business as <u>Corporation</u> "a corporation," "a partner	ership", or an "individu	al" as applicable	
To: Lexington-Fayette Urban Cour (Hereinafter called "Owner" Office of the Director of Centra 200 East Main Street, Room 3: Lexington, KY 40507	I Purchasing		
The Bidder, in compliance with your Advertisen Wastewater System Improvements; Lexingto including the Plans and Specifications with rela Work, and being familiar with all of the condition construction of the proposed Project, including furnish all labor, materials, and supplies, and to Documents, within the time set forth therein, and cover all expenses incurred in performing the V Bid is a part.	on, Kentucky, having exted documents, having one and any and all add the availability of mate oconstruct the Project at at the unit prices sta	kamined the Contra g examined the site lendums surroundin rials and labor, here in accordance with ted hereinafter. The	ct Documents for proposed g the eby proposes to the Contract ese prices are to
The Bidder hereby agrees to commence Work "Notice to Proceed" of the Owner and to substacalendar days. Bidder further agrees to pay liq Zero Cents (\$1,000.00) for each consecutive days.	intially complete the Pruidated damages, the	oject within <u>365</u> day	s, consecutive
The Bidder hereby acknowledges receipt of the	following addenda:		
Addendum No. 1 Date 01-19-21;	Addendum No	Date	
Addendum No. <u>Z</u> Date <u>01-19-71</u>	Addendum No	Date	-
Addendum No. 3 Date 01-76-71	Addendum No.	Date	=
Addendum No. 4 Date 01-78-71	Addendum No.	Date	ā
Insert above the number and the date of any Ad	ddendum issued and re	eceived. If none has	s been issued

and received, the word "NONE" should be inserted.

1.02 **LEGAL STATUS OF BIDDER** Bidder Tribute Contracting & Consultants, LLC Date 02-04-2021 *A. A corporation duly organized and doing business under the laws of the State of Ohio, for whom Todd Harrah bearing the official title of <u>Manager/member</u>, 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) *G. 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**

	Todd H under penalty of per		, and after being first
			Todd Harrah and ized representative of
the Bid (herein	after referred to as "	Consultants, Bidder").	the entity submitting
Government at	the time the Bid is s	ubmitted, prior to awai	exington-Fayette Urban County of of the Agreement and will es during the life of the Agreement.
	in a Lexington-Faye r to award of the Ag		ernment business license, if
information with	n the Division of Rev	enue and to disclose t	to verify the above-mentioned to the Urban County Council that has not been obtained.
Commonwealth	of Kentucky within	the past five (5) years	npaign finance laws of the award of an Agreement to nance laws of the Commonwealth.
		ny provision of Chapte Ordinances, known a	er 25 of the Lexington-Fayette s the "Ethics Act."
conduct or to ci	rcumstances describ or should have bee	oed by a statute or ord	Affidavit means, with respect to nance defining an offense, that a conduct is of that nature or that the
Further, Affiant sayeth naug	ht.	Affia	enal
		Affia	nt Signature
STATE OF _ Kentu	cky		
county of Boyd			
The foregoing instrument w	as subscribed, swori		
Todd Harra	h	on this the 4th	day of February, 20 ZI.
My Commission expires:		October 2,	
JOHN M PARSLEY	1	Alax M. Pa	0000
NOTARY PUBLIC	-	NOTARY PUBLIC, S	TATE AT LARGE
STATE AT LARGE, KENTUCKY ID. # 587953		UNCIANT FUBLIC, S	IAIL AT LANGE
MY COMMISSION EXPIRES OCT. 2, 2021			

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 Bidder must indicate the base bid pipe material by circling or indicating the selected pipe material at this time of submission of the Bid.

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

BID SCHEDULE

Item	Description	Qty	Unit	Unit Price	Item Price
1	Mobilization	1	LS		
2	Bonds and Insurance	1	LS	Refer	r +0
3	General Requirements	1	LS	Bid	to Schedule Ion Wave
4	Demobilization	1	LS	971	In Wave
5	Erosion and Sediment Control and Conformance with SWPPP	1	LS		
6	6" Gravity Sewer Lateral (PVC - SDR 35, All Depths)	280	LF		
7	36" Gravity Sewer Pipe - Dig & Replace <10' (DIP, PVC, FRP, PCCP, PP)	303	LF		
8	30" Gravity Sewer Pipe - Dig & Replace <10' (DIP, PVC, FRP, PCCP, PP)	630	LF		
9	27" Gravity Sewer Pipe - Dig & Replace <10' (DIP, PVC, FRP, PCCP)	1540	LF		
10	30" Gravity Sewer Pipe - Dig & Replace ≥10' (DIP, PVC, FRP, PCCP, PP)	173	LF		
11	27" Gravity Sewer Pipe - Dig & Replace ≥10' (DIP, PVC, FRP, PCCP)	10	LF		

Refer to Bid Schedule on Ion Wave

Item	Description	Qty	Unit	Unit Price	Item Price
12	30" Gravity Sewer Pipe - Open Cut <10' (DIP, PVC, FRP, PCCP, PP)	1521	LF		
13	27" Gravity Sewer Pipe - Open Cut <10' (DIP, PVC, FRP, PCCP)	994	LF		
14	24" Gravity Sewer Pipe - Open Cut <10' (DIP, PVC, FRP, PCCP)	680	LF		
15	18" Gravity Sewer Pipe - Open Cut <10' (DIP, PVC, FRP, PCCP)	126	LF		
16	12" Gravity Sewer Pipe - Open Cut <10' (DIP, PVC, FRP, PCCP)	118	LF		
17	10" Gravity Sewer Pipe - Open Cut <10' (DIP, PVC, FRP, PCCP)	195	LF		
18	8" Gravity Sewer Pipe - Open Cut <10' (DIP, PVC, FRP, PCCP)	47	LF		
19	30" Gravity Sewer Pipe - Open Cut ≥10' (DIP, PVC, FRP, PCCP, PP)	66	LF		
20	27" Gravity Sewer Pipe - Open Cut ≥10' (DIP, PVC, FRP, PCCP)	680	LF		
21	24" Gravity Sewer Pipe - Open Cut ≥10' (DIP, PVC, FRP, PCCP)	433	LF		
22	Insert-A-Tee, All Sizes	18	EA		
23	Reconnect Existing Gravity Sewer (36")	1	EA		
24	Install 6" Cleanout Outside of Pavement	17	EA		
25	Install 6" Cleanout in Pavement	5	EA		
26	Abandon Manhole in Place (All Sizes, All Depths)	7	EA		
27	Removal of Existing Manhole (All Sizes) MH #WR2_100A; MH #WR2_101A; MH # WR3_10A, MH# WR3_10B & MH # WR3_3	5	EA		
28	Install 4' Dia. Manhole (6' Deep)	25	EA		
29	Install 5' Dia. Manhole (6' Deep)	16	EA		
30	Install 6' Dia. Manhole (6' Deep)	2	EA		
31	Install Barrel Extension for 4' Dia. Manhole	74	VLF		
32	Install Barrel Extension for 5' Dia. Manhole	63	VLF		

Refer to Bid Schedule on Jon Wave

Item	Description	Qty	Unit	Unit Price	Item Price
33	Install Barrel Extension for 6' Dia. Manhole	3	VLF		
34	Internal Drop Manhole Connection (10")		EA		
35	Internal Drop Manhole Connection (18") (DIP, PVC)	1	EA		
36	External Drop Manhole Connection (4") (DIP, PVC)	1	EA		
37	External Drop Manhole Connection (10") (DIP, PVC)	3	EA		
38	External Drop Manhole Connection (12") (DIP, PVC)	1	EA		
39	External Drop Manhole Connection (18") (DIP, PVC)	1	EA		
40	Manhole Accessories for Locations within 100 Year Floodplain	43	EA		
41	Reconnect Existing Sewer Service to New Manhole	4	EA		
42	Reconnect Existing 21" Sewer to New Manhole		EA		
43	Reconnect Existing 18" Sewer to New Manhole	3	EA		(4)
44	Reconnect Existing 12" Sewer to New Manhole	2	EA		
45	Reconnect Existing 10" Sewer to New Manhole	5	EA		
46	Reconnect Existing 8" Sewer to New Manhole	4	EA		
47	Cut and Cap Existing Sewer (4")	1			
48	Cut and Cap Existing Sewer (8")	4	EA		
49	Cut and Cap Existing Sewer (10")	3	EA		
50	Cut and Cap Existing Sewer (12")	1	EA		
51	Cut and Cap Existing Sewer (18")	3	EA		
52	Cut and Cap Existing Sewer (21")	13	EA		
53	Pipe Abandonment, Safeload (21")	312	LF		
54	Plug Manhole Inlet (10")	1	EA		

Refer to bid schedule on Ion Wave

Item	Description	Qty	Unit	Unit Price	Item Price
55	Plug Manhole Inlet (12")	1	EA		
56	Creek Crossing	3	EA		
57	Video Inspection of New Sewer Pipe	7517	LF		
58	Bituminous Concrete: Trench Construction, Street	696	SY		
59	Bituminous Concrete: Driveways	131	SY		
60	Bituminous Concrete: Private Parking Lot	3373	SY		
61	Asphalt Pavement Patch	100	SY		
62	Miscellaneous Roadway/Parking Lot Markings	1	LS		
63	Storm Sewer Removal And Replacement < 18"	20	LF		
64	Precast Concrete Headwall	1	EA		
65	Remove And Replace Curb Box Inlet	1	EA		
66	Seeding, Temporary, Extra As Directed By Engineer	50	SY		
67	Site Restoration, Method A	200	SY		
68	Site Restoration, Method B	16700	SY		
69	Site Restoration, Method C	200	SY		
70	Monolithic Concrete Curb And Gutter Removal And Replacement	60	LF		
71	Concrete Curb Removal And Replacement	95	LF		
72	Bituminous Curb Removal And Replacement	60	LF		
73	Dense Graded Aggregate – DGA, Extra As Directed By Engineer	100	TN		
74	No. 9 Crushed Stone, Extra As Directed By Engineer	100	TN		
75	No. 57 Crushed Stone, Extra As Directed By Engineer	100	TN		
76	No. 2 Crushed Stone, Extra As Directed By Engineer	100	TN		

Refer to bid schedule on lon Wave

Item	Description	Qty	Unit	Unit Price	Item Price
77	Flowable (Controlled Density) Fill		CY		
78	Concrete Sidewalk Replacement	181	SY		
79	Portland Cement Concrete Paving: Private Parking Lots/Driveways/Aprons		SY		
80	Recreational Park Asphalt Sidewalk		SY		
81	81 Sidewalk Ramps, Including Detectable Warnings		EA		
82	2 4' Chain Link Fence Replacement		LF		
83	8' Wooden Privacy Fence Replacement		LF		
84	Bypass Pumping & Setup		LS		
85	SSO Site Cleanup	20	EA		
86	Maintenance of Traffic	1	LS		
87	Miscellaneous Site Improvements	1	Allowance	\$300,000	\$300,000
88	Connect New 10" Sewer to Existing Manhole	1	EA		
89	Clearing and Grubbing	1	LS		
	ТОТА	L BASE	BID PRICE (I	TEMS 1-89)	

ADDITIVE ALTERNATE NO. 1 – Option to use Cured-In-Place Pipe (CIPP) for segments of existing gravity sewer:

Item	Description	Qty	Unit	Unit Price	Item Price
1	18" Cured-In-Place Pipe (CIPP)	1070	LF		
2	21" Cured-In-Place Pipe (CIPP)	360	LF		
	TOTAL ADDITIVE A	LTERNAT	IVE PRICE	(ITEMS 1-2)	

(Above Is To Be Filled In By Contractor)

TOTAL OWNER SELECTED BID AMOUNT:

Dollars (\$)
(Above Is To Be Filled In By Owner)	
Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract P	rice ·
Respectfully Submitted,	
FIRM: Tribute Contracting & Consultants, LL	c
ADDRESS: Z175 County Rd 1.	
CITY/STATE/ZIP: South Point, OH 45680	
DATE: 0Z-04-2021	
BY: Janel	
(must be original signature)	
TITLE: Todd Harrah, Manager/member	
PHONE: 740 - 451 - 1010 FAX: 740 - 894 - 3168 (area code, number & extension)	
EMAIL ADDRESS: tharrah 88@ yahoo. com	
FFICIAL ADDRESS AND PHONE:	
125 County Rd 1	1 W
outh Point, OH 45680	5. y 15.
-40- 451-1010 (Seal if Bid is by Corporation)	\$ 13

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: Name of Bidder: Trubute Contracting Permanent Place of Business: 7175 Co Rd 1, South Point, OH 45680 11-10-2014 C. When Organized: State of Ohio D. Where Incorporated: E. Financial Condition: If specifically requested by the Owner, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the Owner's Division of Central Purchasing within seven (7) calendar days following the Bid opening. F. In the event the Agreement is awarded to the undersigned, Performance, Payment, Erosion and Sediment Control, and Warranty bonds will be furnished by: Ohio Farmers Insurance Company (Representative of Surety) G. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary). **NAME** LOCATION **CONTRACT SUM** See Attache H. The Bidder has now under contract and bonded the following projects: NAME **LOCATION CONTRACT SUM** See Attached

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

<u>NAME</u>	POSITION DESCRIPTION	NO. OF YEARS WITH BIDDER
Todd Harrah	Project Manager	
Brian Sanders	General Superintendent	
Larry Davis	Project Superintendent	4
David Dick	Foreman	_4
Aimee Harrah	EEO/AA Officer	_5

J. MWDBE Participation on current bonded projects under contract:

SUBCONTRACTORS (LIST)	PROJECT (SPECIFIC TYPE)	MWDBE	% of WORK
Total View	Culloden Sewer	MBE	1%
Total View	W. Dunbar Sewer	MBE	19.
Total View	CSB Sewer	MBE	19.
TruTest, LLC	Wolf Run Sewer	WBE	19.
Total View	Huntington Sewer	MBE	<u>) %</u>
Total View	ElKhorn Water	MBE) %

(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)	SUBCONTR	ACTOR	MWDBE (yes/no)	% of <u>WORK</u>
1. Testing	Name: T	cutest, LLC	yes	TBD. 19. (unit price)
	Address: 8	202 Cadence P Duisville, KY 402	Tace 22	
2. Layout	Name: Vis	ion Engineerin	ig yes	190 (780) (unit price)
		28 E Reynolds * exington, KY 40		
3. Fencing	Name: <u>He</u>	rb Geddes Fence	Co. <u>Veteran</u>	TBD. 190 (unit price)
	Address: 2	32 Industry Par icholasville, KY	Kway 40356	——————————————————————————————————————
4. CIPP Lining	Name: Leo	IK Eliminators	NO	42
	Address: 30	30 Liste Industry Exington, KY 405	ial Avenu 511	<u>e</u>
5. Asphat Overlay	Name: C's	R Asphalt	No	3%
		15 Rebman Lan exington, KY 40		
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 vor, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky______. [Check the statement applicable.]
- F. This offer is for ninety (90) calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items Bid above, an Agreement shall thereby be created with respect to the items accepted.
- G. That I have fully informed myself regarding the accuracy of the statements made in this statement.
- H. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards. Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

Company Date 07-04

Date 07-04-21 Representative Todd Harrah

Manager/member

1.08 STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL	Todd Harrah
POSITION/TITLE:	Project Manager
STATEMENT OF EXPERIENC	E: Over 75 years of underground
	tion experience
NAME OF INDIVIDUAL:	Brian Sanders
POSITION/TITLE:	General Superintendent
STATEMENT OF EXPERIENCE	E: Over 20 years of underground
	ction experience
NAME OF INDIVIDUAL:	Larry Davis
POSITION/TITLE:	Project Superintendent
STATEMENT OF EXPERIENCE	Over 25 years of underground
	tion experience
NAME OF INDIVIDUAL:	Aimee Harrah
POSITION/TITLE:	EEO/AA - Office manager
STATEMENT OF EXPERIENCE	over 5 years 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 Signature

Tribute Contracting & Consultants, LCC

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 its work-force in Kentucky is representative of the available work-force in the area from which it draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the Contract.

1.10 LFUCG MWDBE PARTICIPATION FORM

LFUCG Bid/RFP/Quote Reference No. 137-2020



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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
TruTest, LLC 8202 Cadence Place Louis ville, KY 40222 502-552-5142, Kristi Conrad trutest seals @ yahoo.com	Testing	73D (unit price)	TBD unit price
Vision Engineering 178 E Reynolds Rd Lexington, KY 40517 859-559-0516, Jihad Hallang THAILANY (Visionenar.com	Layout	737) Lunit price)	TBD unit price
Herb Geddes Fence Co. 232 Industry Parkway Nicholas ville, KY 40354 859-885-2219	Fencing	TBI) (unit price)	TBD unit price

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

Tribute Contracting & Consultants, uc Company	Company Representative
0Z-04- 7071	Todd Harrah, Manager/Member
Date	Title

1.11 LFUCG MWDBE SUBSTITUTION FORM

LFUCG Bid/RFP/Quote Reference No. 137-7070



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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
		TBD			
	if low will con	bidde	r; awa	rded co	ntract
	will cor	mplete	7 Sut	mit	

The undersigned acknowledges that any misrepresentation may result in termination of the Contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Tribute Cont	ractina & Con	sultants, uc	
Company)	Company Representative	

02-04-2021 Todd Harrah, Manager/Member Title

1.12 MWDBE QUOTE SUMMARY FORM





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

Company Name	Contact Person
Tribute Contracting & Consultants, LIC	Todd Harrah
Address/Phone/Email /	Pid Pookaga / Pid Data
2125 County Rd 1, South Point, OH 45680	Wolf Run Trunk Sewer DEE
740-451-1010 tharrah88@yahoo.com	02-04-2021

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event, etc)	Total dollars (\$) Do Not Leave Blank (Attach Documentation)	DBE * AA HA AS NA Female	Veteran
TruTest, LLC ouisville, KY	Kristi Conrad	502-552-514, trutestseals (yahoo.com	03-03-51 s	Testing	email †Phone	unit price) quote attached	DBE	no
Vision Engineering	Jihad Hallany	859-559-0511 Thallany Evisioneng Co	11-11	rayout	e-mail	130 Quote attached	MBE	ทิง
Herb Gedoles Fence Co		859-885- 2215		Fence		TBD.00 \$5,100.00 quote attache	vet d	yes

^{*(}DBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Tribute Contracting & Cons	uttants ic
Company	Company Representative
1505-40-20	Todd Harrah, Manager/Member
Date	Title

1.13 LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

LFUCG Bid/RFP/Quote No. 132-2020

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

	s concerning fals					mit this form mor ton, KY 40507.	thly to the	
Project Na Wolf R Company I Tribute C Federal Ta	ontractina !	Sewers D	ţΕ	Ad Z	ork Period/ Fr	om: TBD	**	
Subcontracto Vendor ID (name, addres phone, email	Description	Total Subcontract Amount	% of Total Contract Awarded to Prime for t		Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
TB0								
Will	of comp	leted f	€.ubr	ne	tted if	aworded	contrac	it
correct, and th the termination	at each of the re	presentations : and/or prosect	set forth be	elow	is true. Any n	ify that the inform nisrepresentation al and State laws	s may result i	n
ute Contr Company	racting & C	onsultar	rts, uc	Co	ompany Repre	Anna /	•	— ;
<u> </u>	1505			Tit	odd Harr Ile	ah, Mana	ger/men	nber

1.14 LFUCG STATEMENT OF GOOD FAITH EFFORTS

LFUCG Bid/RFP/Quote No. 137-7070



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

	Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
	Included documentation of advertising in the above publications with the bidders good faith efforts package
_	Attended LFUCG Central Purchasing Economic Inclusion Outreach event
_	Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
	Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
_	Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
_	Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
	Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
	Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
	Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
	Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
_	Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
	Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
	Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing

		order to satisfy MWDBE goals.	equire the bidder to accept unreasonable quotes in
			refer interested MWDBE firms to obtain the als, insurance and/or bonding to satisfy the work
		Made efforts to expand the search for boundaries.	MWBE firms beyond the usual geographic
		Other - any other evidence that the bid made reasonable good faith efforts to i	der submits which may show that the bidder has nclude MWDBE participation.
	Bidders may in		n this section may be cause for rejection of bid. relevant to this requirement. Documentation of ne participation Goal is not met.
		he contract and/or be subject to applicat	occurate. Any misrepresentations may result in ole Federal and State laws concerning false
T	r <u>bute Con</u> Company	tracting + Consultants, 240	Company Representative
	07-04-7 Date	1507	Todd Harrah, Manager/Member Title

1.15 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Tribute Contracting & Consultants, LC (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.

02-04-21

Todd Harrah Manager/Member

Name of Organization: Tribute Contracting & Consultants, LLC

Categories	Total	Whit Hispa Lat	White (not Hispanic or Latino)	Hispa Lat	Hispanic or Latino	Black or African- American (not Hispanic or Latino)	k or an- an (not iic or no)	Native Hawaiian and other Pacific Islander (not Hispanic or	Native Hawaiian and other Pacific Islander (not Hispanic or Latino)	Asian (not Hispanic or Latino)	(not nic or no)	American Indian or Alaskan Native (not Hispanic or Latino)	ican n or Native vanic or no)	Two or more races (not Hispanic or Latino)	more (not ic or 10)	Total	
		Σ	F	Z	ч	×	ь	Σ	ш	Σ	ш	Σ	ш	Σ	ட	Σ	ட
Administrators	7	7	0	1											1	7	0
Professionals															1		
Superintendents	7	7	0												1	14	Q
Supervisors															1		
Foremen	δ	0	0												1	5	0
Technicians															1		
Protective Service				•											j		
Para-Professionals	\\														1	1	7
Office/Clerical	ከ	7	7														
Skilled Craft	Ē	9	0												1	_9	0
Service/Maintenance						,									1		
Total	348	7	7		ř.											76	7
				1	•												

1.17 EVIDENCE OF INSURABILITY

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

Rating below. These are outlined in the Insurance and Risk Management of Section 00600 - Bonds and Certifications, including all requirements, and conditions. J A.M. Best's J Q 4 in lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed 1520521 12854 Code 1957 Name of Insurer Travelers S Fravelers S \$ Traveler Iravel CSL 200/ \$2,000,000/049 Limits Provided to COO '000' 15 Statutory Insured \$1,000,000 \$1,000,000 Minimum Limits and Policy Requirements Combined single \$1,000,000/per occ. aggregate \$1,000,000/per occ., \$2,000,000/aggregate \$2,000,000 combined single limit Requirements (a) through (e) Requirements (a) through (c) \$ Statutory \$500,000 **Employer's** Coverage Liability Auto CGL S 1.05.D.1 1.05.D.1 1.05.D.1 1.05.D.1 Article Items

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

Name of Authorized Representative Brenda Kash DWW/C 1202 Authorized Signature Anent Insurance Way Assured Partners 25645 304-736-222 Agency or Brokerage elephone Number 3 Street Address D

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

1 Consultants, LLC

Contracting

Tribute

Vames Insured:

Address:

45680

Point

SOMERS

runk

MOOF

Project to be insured:

Y

1.18 DEBARRED FIRMS

PROJECT NAME: Wolf Run Trunk Sewers D & E

LFUCG BID NO.: 132-2020

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 <u>Trubute Contracting</u>: Consultants, LLC has not and will not award a subcontract, in connection with any Agreement award 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.

Tribute Contracting & Consultants, LC Name of Firm Submitting Bid

Signature of Authorized Official

Todd Harrah, Manager/Member

02-04-202|

1.19 DEBARMENT CERTIFICATION

All Contractors/Subcontractors shall complete this certification.

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

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

ribute Contracting + Consultants, LIC		
Nolf Run Trunk Sewers Dit		
Todd Harrah		
Title of Authorized Representative: Manager/member		
The sal		
02-04-2021		

1.20 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.

Todd Harrah, Manager/Member	
Typed Name & Title of Authorized Representative	
1	
Tank Mus	02-04-2021
Signature of Authorized Representative	Date
I am unable to certify to the above statements. My	explanation is attached.

BID BOND

Bond Number:
KNOW ALL MEN BY THESE PRESENTS, that we Tribute Contracting & Consultants, LLC
as principal (the "Principal") and Ohio Farmers Insurance Company
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 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 Wolf Run Trunk Sewers D&E
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 4th day of February , 20 21.
WITNESS / ATTEST:
Principal (Secretary) Steven D. Whaley Tribute Contracting&Consultants, LLC Principal Principal
By: Name: Todd Harrah
Title: Manager/Member Ohio Farmers Insurance Company Surety (Secretary)
Ky Resident Agent Ky (a Shrawsbury By: Suenda J. Kash (seal) Name: Brenda Kash Title: Attorney-in-fact

General Power of Attorney

POWER NO. 4750592 01

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

CERTIFIED COPY

Westfield Center, Ohio

Know All Men by These Presents. That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHEO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," of the 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 C. DAVID ROBINSON, BRENDA J. KASH, ZACHARY R. KELLER, PATRICIA G. STUTLER, TARA SHOEMAKER, JOINTLY OR

SEVERALLY

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

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

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

"Be It Resolved, that the President, any Senior Executive, any Secretary or any 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 represer, 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 honds, recognizances, contracts agreements of infements and other conditional or obligatory undertakings and any and all-

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

In Witness Whereol, 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 04th day of APRIL A.D. 2017

Corporate Sents Affixed

5%

SS.

State of Ohio County of Medina SHOWN A SEAL

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Ву Dennis P. Baus, National Surety Leader and Senior Executive

On this 04th day of APRIL A.D., 2017, 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 Allixed

State of Ohio County of Medina

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

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 hard 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. t have hereunto set my hand and affixed the seals of said Companies at Westfield Conter, Ohio, this 4th day of

2021 A.D. February

SEAL "CHENTED "



Frank A. Carrino, Secretary

BPQAC2 (combined) (06-02)



AUTHORIZATION AND CONSENT TO THE USE OF ELECTRONIC SEAL ADDENDUM (APRIL 22, 2020)

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, Westfield Insurance Company and/or Westfield National Insurance Company and/or Ohio Farmers Insurance Company (collectively the "Surety") has authorized its Attorney-in-Fact to affix the Surety's corporate seal to any bond executed on behalf of the Surety by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of the Surety by its Attorney-in-Facts, the Surety hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.



Thank you,

Gary W. StumperNational Surety Leader

POWER OF ATTORNEY

(Attach to Bid Bond)

END OF SECTION



Current Contracts on Hand:

- 1) West Dunbar Sanitary Sewer Improvements Contract 1- 90% Complete
 - a. Install 15,000LF of 6-10" Gravity Sewer & 94 MH's
 - b. Owner: West Dunbar PSD, Contact: Dr. John Fuller, 304-766-0220
 - c. Contract Amount: \$5,545,159.69
 - d. Engineer: Gosh Engineers, Contact: Kennon Chambers, 304-343-5300
 - e. Anticipated Completion: February 2021
- 2) Huntington 8th & 10th St Pump Stations- 30% Complete
 - a. Install Two Stormwater Pump Stations & 800LF of 16" Force Main
 - b. Owner: Huntington Sanitary Board, Contact: Wes Leek, 304-696-4437
 - c. Contract Amount: \$1,099,410.00
 - d. Engineer: Potesta & Associates, Contact: Pat Taylor, 304-342-1400
 - e. Anticipated Completion: April 2021
- 3) CSB Woodward Branch Sanitary Sewer Improvements-- 40% Complete
 - a. Install 15,000 LF of 6-18" Gravity Sewer, 109 MHs, 156 Cleanouts, Etc
 - b. Owner: Charleston Sanitary Board, Contact: Tim Haapala, 304-348-1084
 - c. Contract Amount: \$5,144,375.00
 - d. Engineer: Burgess & Niple, Contact: Craig Richards, 304-485-8541
 - e. Anticipated Completion: June 2021
- 4) Ashland Simpson Road Water Line Replacement 90% Complete
 - a. Install 3,300LF of 16" DR Water Line
 - b. Owner: City of Ashland, Contact: Steve Cole, 606-385-3332
 - c. Contract Amount: \$665,498.00
 - d. Engineer: Same as Owner
 - e. Anticipated Completion: November 2020
- 5) US 27/AA Highway Sanitary Sewer Improvements Riley Road- 35% Complete
 - a. Install 6,900LF of 15-21" Gravity Sewer, 11 MH's, 11 MH Modifications
 - b. Owner: SD1, Contact: Spencer Stork, 859-578-6894
 - c. Contract Amount: \$1,527,015.52
 - d. Engineer: AECOM, Contact: Brian Shmude, 614-600-5990
 - e. Anticipated Completion: July 2021

6) Culloden Wastewater System Improvements Contract #1- 67% Complete

- a. Install 7,500LF of 6-15" Gravity Sewer, 1 Pump Station
- b. Owner: Culloden PSD, Contact: Nathan Johnson 304-416-0576
- c. Contract Amount: \$1,483,136.00
- d. Engineer: Chapman Technical, Contact: Matt Tanner, 304-727-5501
- e. Anticipated Completion: May 2021

7) Elkhorn Creek Water Project Phase II Contract 2—15% Complete

- a. Install 75,000LF of 2-10" Water Line
- b. Owner: McDowell Co PSD, Contact: Mavis Brewster, 304-297-2622
- c. Contract Amount: \$5,106,715.00
- d. Engineer: E.L Robinson, Contact: Ray Tilly, 304-252-7473
- e. Anticipated Completion: October 2021

8) Lexington Woods Booster Station Contract 1-2020—Under Contract

- a. Installation of a Booster Station
- b. Owner: SWLCWSD, Contact: Chris Gilcher, 740-927-410
- c. Contract Amount: \$979,394.00
- d. Engineer: Strand Associates, Contact: Patrick Karnes, 614-835-0460
- e. Anticipated Completion: August 2021

9) Center PSD Pineville Existing Collection System Replacement—Under Contract

- a. Dig & Replace 5,280LF of 8-15" Gravity Sewer
- b. Owner: Center PSD, Contact: Bryan Alred, 304-558-2981
- c. Contract Amount: \$2,146,150.00
- d. Engineer: Thompson & Litton, Contact: Stacy Fowler, 304-425-9555
- e. Anticipated Completion: December 2021

10) CSB Danner Hollow Sanitary Sewer Improvements-- Under Contract

- a. Install 5,000LF of 6-12" Gravity Sewer, 52 MH's
- b. Owner: Charleston Sanitary Board, Contact: Tim Haapala, 304-348-1084
- c. Contract Amount: \$2,279,384
- d. Engineer: Burgess & Niple, Contact: Craig Richards, 304-485-8541
- e. Anticipated Completion: December 2021



2125 County Rd 1, South Point, OH 45680

List of Projects Completed:

- 1) Ben Creek Water Project- Installation of 60,000LF of 10", 6" and 2" Waterline, Booster Station, Meter Settings, 2 PRV, Valves and Hydrants.
 - a. Contract Amount: \$3,281,274.42
 - b. Dates of Construction: 04/2015 01/2016
 - c. Owner: Mingo County PSD, Contact: JB Heflin, 304-235-2244)
 - d. Engineer: E.L Robinson, Contact: Mark McGettigan, 304-776-7473
- 2) Hinton, WV Sewer Project- Installation of 1300LF of 8" Gravity Sewer Line, 7 Manholes, Laterals and Concrete Street Restoration.
 - a. Contract Amount: \$148,743.00
 - b. Dates of Construction: 05/2015
 - c. Owner: Hinton Sanitation Board, Contact: Cris Meadows, 304-466-3255
 - d. Engineer: Thrasher Group, Contact: Ted Hamb, 800-273-6541
- **3)** Wilderness Water Project- Installation of 1 Booster Station, 11,000LF of 8" and 6" Waterline, Water Meter Setting, Valves and Hydrants.
 - a. Contract Amount: \$874,506.00
 - b. Dates of Construction: 08/2015 06/2016
 - c. Owner: Wilderness PSD, Contact: Scott Rader, 304-872-5225
 - d. Engineer: Stafford Consultants, Contact: Ed Shutt, 304-425-9555
- **4)** Beckley Sewer Project, Contract 11-1- Installation of 23,000LF of 4"-18" Sewer Line and 110 Manholes
 - a. Contract Amount: \$3,238,775.00
 - b. Dates of Construction: 11/2015 08/2016
 - c. Owner: Beckley WV Sanitation Board, Contact: Jeremiah Johnson, 304-253-3526
 - d. Engineer: Burgess & Niple, Contact: Tim Utt, 304-485-8573
- 5) St. Mary's Sewer Project- Installation of 2400 LF of 8" and 12" Gravity Sewer Line, 1600 LF of 12"-18" Storm Sewer Line, 3300LF of 4" Gas Line, 20 Manholes and Drop Inlets
 - a. Contract Amount: \$981,400
 - b. Dates of Construction: 01/2016 08/2016
 - c. Owner: WV Dept. of Corrections, Contact: Phillip Farley, 304-558-2036 Ext 53463
 - d. Engineer: S&S Engineering, Contact: Jessie O. Parker Jr., 304-342-7168

- 6) Webb Tank Project- Installation of a Retaining Wall Behind Existing Water Tank
 - a. Contract Amount: \$113,726.00
 - b. Dates of Construction: 04/2016 06-2016
 - c. Owner: Crum WV PSD, Contact: Jessie Allen, 304-393-3162
 - d. Engineer: E.L. Robinson, Contact: Mark McGettigan, 304-776-7473
- 7) Fairborn Raw Water Project- Installation of 9600' 18" DIP Raw Waterline, 5-18" Butterfly Valves with Vaults, Chlorine Injection Vaults and Restoration.
 - a. Contract Amount: \$1,885,506.00
 - b. Dates of Construction: 05/2016 01/2017
 - c. Owner: Fairborn Ohio PSD, Contact: Karen Hawkins, 937-754-3097
 - d. Engineer: AECOM Columbus, OH, Contact: Brian Benedict, 614-600-5812
- 8) Ironton Storm/Sanitary Sewer Separation Project- Installation of 12", 18" & 24" Storm Sewer Line, 8" Sanitary Sewer Line, Catch Basins, Manholes, Asphalt Repair, Concrete Sidewalks, Curbs, Curb Ramps & Concrete Alley Construction.
 - a. Contract Amount: \$774,088.00
 - b. Dates of Construction: 07/2016 04/2017
 - c. Owner: City of Ironton, Contact: Katrina Keith, 740-532-3833
 - d. Engineer: E.L Robinson, Contact: Michael Williams, PE, 740-532-2411
- 9) Ironton Brick Street Repair Project- 4,700 SQFT of Brick Roadway Surface Rehab with Concrete Base
 - a. Contract Amount: \$79,800.00
 - b. Dates of Construction: 05/2017 05/2017
 - c. Owner: City of Ironton, Contact: Katrina Keith, 740-532-3833
 - d. Engineer: E.L Robinson, Contact: Michael Williams, PE, 740-532-2411
- **10) Malden Contract No. 2- Sewer Project** Force Main Improvements, Install 11,000LF of 12-18" Force Main
 - a. Contract Amount: \$1,281,060.00
 - b. Dates of Construction: October 2016-August 2017
 - c. Owner: Malden PSD, Charleston, WV; Contact: Chet Adkins, 304-925-6997
 - d. Engineer: Thrasher Group; Contact: Jesse Alden, 304-343-7601
- **11) Malden Contract No. 4- Sewer Project-** Install Effluent Discharge Line, 3,300LF of 30" PVC Gravity Discharge Line
 - a. Contract Amount: \$773,965.00
 - b. Dates of Construction: October 2016-July 2017
 - c. Owner: Malden PSD, Charleston, WV; Contact: Chet Adkins, 304-925-6997
 - d. Engineer: Thrasher Group; Contact: Jesse Alden, 304-343-7601

- **12) UK Trunk A Sanitary Sewer Project-** Install 2200LF 42" Sanitary Sewer & 400LF 36" CIPP Lining, 26 Manholes and Concrete and Asphalt Road Restoration
 - a. Contract Amount: \$2,767,032.00
 - b. Dates of Construction: 09/2016 09/2017
 - c. Owner: LFUCG, Lexington, KY; Contact: Vernon Azevedo, 859-425-2438
 - d. Engineer: MSE of Kentucky; Contact: Glen Ross, 859-223-5694
- **13) Ironton Floodwall Pump Station #6 Outfall Relining** Install 400 LF of 48" Slip lining and Installation of One Sluice Gate Vault
 - a. Contract Amount: \$671,036.00
 - b. Dates of Construction: 07/2017 09/2017
 - c. Owner: City of Ironton, Contact: Katrina Keith, 740-532-3833
 - d. Engineer: E.L Robinson, Contact: Michael Williams, PE, 740-532-2411
- 14) Arthur Plat Water Project- Install 12,000LF of 8" DIP Waterline, 304 Water Services
 - a. Owner: Montgomery County, Ohio Board of Commissioners, Contact: Ed Schlaack, 937-781-2632
 - b. Dates of Construction: 08/2017 06/2018
 - c. Contract Amount: \$1,674.968.00
 - d. Engineer: Northwest Consultants, Inc., Contact: Tom Lyons, 937-291-9092
- **15) Hampton Manor Sanitary Sewer Improvements Project-** Install 3500LF of 24" Gravity Sewer Line and 38 Manholes
 - a. Owner: WMU, Contact: Eddie Hightower, 859-744-5434
 - b. Dates of Construction: 06/2017 05/2018
 - c. Contract Amount: \$1,250,700.00
 - d. Engineer: Palmer Engineering Inc, Contact: Stephanie Blain 859-714-1218
- **16) W16-4 NW Regional to E Regional System Interconnection-** Install 5,100LF of 20" DIP Water Main
 - a. Owner: Greene County, Ohio, Contact: Randy Gilbert, 937-562-7499
 - b. Dates of Construction: 12/2017 04/2018
 - c. Contract Amount: \$1,220,906.48
 - d. Engineer: Greene County, Contact: Randy Gilbert, 937-562-7499
- **17) West Hickman B&C- Sewer Project-** Install 7,300LF of 48-60" Gravity Sewer and Manholes
 - a. Owner: LFUCG, Lexington, KY; Contact: Vernon Azevedo, 859-425-2438
 - b. Dates of Construction: 04/2017 06/2018
 - c. Contract Amount: \$5,890,949.00
 - d. Engineer: Vision Engineering, Contact: Jihad Hallany, 859-559-0516

18) City of Ashland 29th St. Storm Water Separation Project- Install 6,875 LF of 15"-48"

Diameter Storm Line and Manholes

- a. Owner: City of Ashland, Contact: Ryan Eastwood PE, 606-327-2008
- b. Dates of Construction: 04/2017 09/2018
- c. Contract Amount: \$2,941,565.00
- d. Engineer: HDR Engineering Inc, Contact: 859-223-3755

19) Greenbrier PSD – Sewer Extension Phase A, Contract 2 Houfnagle Rd- Install 9,000LF of 8" and 6" Gravity Sewer and Manholes

- a. Owner: Greenbrier PSD #1, Contact: Lisa Bennett, 304-645-6632
- b. Dates of Construction: 03/2018 10/2018
- c. Contract Amount: \$1,449,174.00
- d. Engineer: Criss Haynes, PE, 304-667-9507

20) Danese PSD AML Water Project Contract #1- Install 62,000LF of 6" and 4" Water Line

- a. Owner: Danese, WV PSD, Contact: Cynthia Jones: 304-438-6686
- b. Dates of Construction: 01/2018 12/2018
- c. Contract Amount: \$2,250,991.00
- d. Engineer: E.L Robinson, Contact: Ray Tilly, 304-252-7473

21) Danese PSD AML Water Project Contract #3- Install 20,000LF of 2-6" Water Line

- a. Owner: Danese, WV PSD, Contact: Cynthia Jones: 304-438-6686
- b. Dates of Construction: 02/2018 12/2018
- c. Contract Amount: \$719,316.00
- d. Engineer: E.L Robinson, Contact: Ray Tilly, 304-252-7473

22) Island Creek Sanitary Sewer Extension Project- Install 6,500LF of 16" DIP Gravity Sewer Line, 8,400LC of 8" Gravity Sewer and 105 Manholes

- a. Owner: Logan, WV PSD, Contact: William Baisden, 304-946-2641
- b. Dates of Construction: 01/2018 12/2018
- c. Contract Amount: \$4,675,776.00
- d. Engineer: E.L Robinson, Contact: Rick Roberts, 304-776-7473

23) Maysville Sewer Line Extension Project- Install 16,000LF of 8" Force Main, 9,200LF of 6&8" Gravity Sewer, 1 Lift Station

- a. Owner: City of Maysville, KY, Contact: David Cartmell, 606-564-9419
- b. Dates of Construction: 03/2018 10/2018
- c. Contract Amount: \$1,494,192.00
- d. Engineer: Tetra Tech, Inc., Contact: Herbert LeMaster, 859-223-8000

24) Williamsdale Sanitary Sewer Expansion Project- Install 3,300LF of 8-15" SDR 35&26 Pipe and 21 Manholes

- a. Owner: Butler County Ohio, Contact: Wayne Beyerline, 513-867-5744
- b. Dates of Construction: 06/2018 12/2018
- c. Contract Amount: \$1,102,261.00
- d. Engineer: Same as Owner

25) South Point Clarifier Rehabilitation Project- Installation of 4 clarifiers for the Village of South Point Sewer Plant

- a. Owner: Village of South Point; Contact: Russ McDonald, 740-377-2304
- b. Dates of Construction: 01/2018 12/2018
- c. Contract Amount: \$721,394.00
- d. Engineer: E.L Robinson, Contact: Michael Williams, PE, 740-532-2411

26) Glenns Creek Interceptor- Dig & Replace 8,300LF of 24-36" Sanitary Sewer

- a. Owner: City of Frankfort, KY, Contact: Elizabeth Coyle, 502-875-2448
- b. Dates of Construction: 07/2018 06/2019
- c. Contract Amount: \$2,282,242.00
- d. Engineer: Hazen & Sawyer, Contact: Kurt Zehnder, 859-317-1424

27) Summit Rd to Cable Rd Water Line Improvements- Install 18,000LF of 12" & 8" PVC Waterline

- a. Owner: SWLCWSD, Contact: Lee Conkel, 740-927-0410
- b. Dates of Construction: 08/2018 06/2019
- c. Contract Amount: \$1,517,771.00
- d. Engineer: Same as Owner

28) Hebron Area Sanitary Sewer Improvements Project- Install 7,000LF of 16" PVC Force

Main, 12MH's and 2,500LF of 30" Dig and Replace Gravity Sewer

- a. Owner: Sanitation District #1, Contact: Mike Glowacki, 859-547-1646
- b. Dates of Construction: 05/2018 06/2019
- c. Contract Amount: \$2,472,397.00
- d. Engineer: GRW Engineers, Contact: Spencer Stork, 859-223-3999

29) Town Branch Commons Sanitary Sewer Project- Installation of 4,800LF of 12-24" PVC Sanitary Sewer Line

- a. Owner: LFUCG Lexington, KY, Contact: Bob Peterson, 859-425-2255
- b. Dates of Construction: 07/2018 07/2019
- c. Contract Amount: \$6,412,416.00
- d. Engineer: Strand Associates, Contact: Mike Davis, 859-225-8500

30) Sam Black Church Waterline Extension Contract 1- Installation of 7,500LF of 2-8" Water Line

- a. Owner: Greenbrier PSD #2, Contact: Kevin Williams, 304-667-1749
- b. Dates of Construction: 09/2018 09/2019
- c. Contract Amount: \$3,500,331.00
- d. Engineer: Thrasher Group, Contact: Thomas Morgan, 304-624-4108

31) Big Harts Phase 3 Waterline Extension Project—Installation of 29,000 LF of 2-8" Water Line

- a. Owner: Logan, WV PSD, Contact: William Baisden, 304-946-2641
- b. Dates of Construction: 09/2019 08/2019
- c. Contract Amount: \$1,705,644.00
- d. Engineer: E.L Robinson, Contact: Rick Roberts, 304-776-7473

32) AQUA Ohio, Lawrence County Group 2 Water Improvements- Installation of 2,400LF of 6 & 8" Water Line with 53 services

- a. Owner: AQUA Ohio, Contact: Richard Dunham, 440-725-2390
- b. Dates of Construction: 07/2019 09/2019
- c. Contract Amount: \$438,000.00
- d. Engineer: Same as Owner

33) Burlington Sewer Force Main Upgrade- Installation of 4,500LF of 24" Ductile Iron Force Main

- a. Owner: Sanitation District #1, Contact: Mike Glowacki, 859-547-1646
- b. Dates of Construction: 04/2019 09/2019
- c. Contract Amount: \$1,433,560.00
- d. Engineer: HDR Engineering Inc, Contact: 859-223-3755

34) Union PSD Rocky Fork Sanitary Sewer Extension Contract 1- Installation of 25,000LF of Gravity Sewer and 3 Pump Stations

- a. Owner: Union, WV PSD, Contact: Earl Burks, 304-776-3131
- b. Dates of Construction: 12/2018 01/2020
- c. Contract Amount: \$4,105,000.00
- d. Engineer: Thrasher Group, Contact: Jesse Alden, 304-343-7601

35) Union PSD 40th St Sanitary Sewer Extension Contract 2- Installation of 3,500LF of 6" and 8" Gravity Sewer

- a. Owner: Union, WV PSD, Contact: Earl Burks, 304-776-3131
 - b. Dates of Construction: 12/2018 01/2020
 - c. Contract Amount: \$691,150.00
 - d. Engineer: Thrasher Group, Contact: Jesse Alden, 304-343-7601

36) Union PSD Koontz Drive Lift Station Contract 3- Installation of 1,400LF of 6" Force Main and Lift Station

- a. Owner: Union, WV PSD, Contact: Earl Burks, 304-776-3131
- b. Dates of Construction: 12/2018 01/2020
- c. Contract Amount: \$446,720.00
- d. Engineer: Thrasher Group, Contact: Jesse Alden, 304-343-7601

- 37) New Richmond Water Line- Installation of 7,000LF of 8", 7,500LF of 6" & 4,400LF of 2" Water Line
 - a. Owner: Ravenscliff-McGraws PSD; Contact: 304-682-0211
 - b. Dates of Construction: 05/2019 01/2020
 - c. Contract Amount: \$1,599,088.00
 - d. Engineer: Thrasher Group, Contact: Michael Stone, 304-431-7800
- 38) Big Harts Phase 4 Waterline Extension Project-Installation of 41,000LF of 2-8" Waterline
 - a. Owner: Logan, WV PSD, Contact: William Baisden, 304-946-2641
 - b. Dates of Construction: 04/2019 01/2020
 - c. Contract Amount: \$2,548,744.50
 - d. Engineer: E.L Robinson, Contact: Rick Roberts, 304-776-7473
- **39) Cox Road and Oliver Road 12" Water Main Replacement-** Installation of 7,500LF of 12" Ductile Iron Water Main
 - a. Owner: Northern KY Water District, Contact: Steve Broering, 859-426-2728
 - b. Dates of Construction: 03/2019 04/2020
 - c. Contract Amount: \$940,926.60
 - d. Engineer: Same as Owner
- **40) National Pike Little Farms Water Main Replacement Phase 1-** Installation of 18,000LF of 6 & 8" Water Main, 335 Services
 - a. Owner: Franklin County Commissioners, Contact: Ryan Stowe, 614-374-5897
 - b. Dates of Construction: 10/2019 07/2020
 - c. Contract Amount: \$5,056,620.32
 - d. Engineer: CCI, Contact: Roger Jacobson, 614-485-0670
- **41) Park Pointe Force Main Bypass Project** Directional Drill Installation of 280LF of 14: HDPE & Two Tie-ins
 - a. Owner: Huntington Sanitary Board, Contact: Wes Leek, 304-696-4437
 - b. Dates of Construction: August 2020
 - c. Contract Amount: \$102,000.00
 - d. Engineer: Potesta & Associates, Contact: Pat Taylor, 304-342-1400
- **42) 5th Ave Outfall Inline Check Valve Project**-Install Inline Check Valve Into 60" Concrete CSO Outfall Pipe
 - a. Owner: Huntington Sanitary Board, Contact: Wes Leek, 304-696-4437
 - b. Dates of Construction: August 2020
 - c. Contract Amount: \$71,200.00
 - d. Engineer: Potesta & Associates, Contact: Pat Taylor, 304-342-1400
- 43) Wolf Run Trunk B&C Sewer Project- Installation of 4,700LF 42-36" Sanitary Sewer
 - a. Owner: LFUCG, Contact: Bob Peterson, 859-425-2438
 - b. Dates of Construction: 04/2019 10/2020
 - c. Contract Amount: \$6,253,480.00
 - d. Engineer: Kenvirons, Contact: Phil Meador, 502-695-4357

44) Shady Spring Pluto/Fire Trail Rd Sewer Extension Contract 1- Installation of 25,000LF of

6-8" Gravity Sewer & Pump Stations

- a. Owner: Shady Spring PSD, Contact: Jerry Smith, 304-255-1565
- b. Dates of Construction: 04/2019 11/2020
- c. Contract Amount: \$4,418,670.77
- d. Engineer: Cardno, Contact: Myron Amick, 304-809-0606

45) Shady Spring Pluto/Fire Trail Rd Sewer Extension Contract 2- Installation 18,000LF of 2-

4" Force Main, 64 Grinders and a Pump Station

- a. Owner: Shady Spring PSD, Contact: Jerry Smith, 304-255-1565
- b. Dates of Construction: 04/2019 11/2020
- c. Contract Amount: \$2,449,416.82
- d. Engineer: Cardno, Contact: Myron Amick, 304-809-0606

46) Giatto-Weyanoke Waterline Extension Contract 3- Installation of 16,000LF of 8" and 2,300LF of 2" Waterline

- a. Owner: Lashmeet PSD, Contact: Robin McGraw, 304-682-0211
- b. Dates of Construction: 03/2020 12/2020
- c. Contract Amount: \$1,560,431.80
- d. Engineer: Thompson & Litton, Contact: Stacy Fowler, 304-425-9555



AFFIDAVIT OF AUTHORITY TO SIGN

Date: 06/30/2015

Tribute Contracting & Consultants, LLC located at 2125 County Road 1 in South Point, OH 45680 does hereby certify that Todd Harrah, Manager/Member and Tom Enyart, Member of Tribute Contracting & Consultants, LLC has the authority to execute and/or sign all documents on behalf of Tribute Contracting & Consultants, LLC for any reason including, but not limited to, all bids or associated bidding documents and associated contract documents.

By affixing his signature Todd Harrah as Manager/Member and Tom Enyart as Member has unequivocal authority to bind Tribute Contracting & Consultants, LLC to any and all contractual arrangements.

Todd Harrah (Manager /

Member)

Steven D Whaley (Secretary)

Tom Envert (Member)



COMMONWEALTH OF KENTUCKY ALISON LUNDERGAN GRIMES, SECRETARY OF STATE

0916193.06

dcornish ADD

Alison Lundergan Grimes Kentucky Secretary of State Received and Filed: 3/10/2015 1:29 PM Fee Receipt: \$90.00

Division of Business Filings Business Filings PO Box 718 Frankfort, KY 40602 (502) 564-3490 www.sos.ky.gov	Certificate of Author (Foreign Business E	•		FBE
Pursuant to the provisions of KRS 148 on behalf of the entity named below as			I hereby applies for auth	ority to transact business in Kentucky
busines		ofit corporation (KRS 273 liability company (KRS 2		al service corporation (KRS 274). Il limited liability company (KRS 275).
2. The hante of the entity is	e Contracting & Consultant		te.)	
3. The name of the entity to be used i	(Only pro	ovide if "real name" is una	valiable for use; otherwise	a, leave blank.)
4. The state or country under whose la	aw the entity is organized is OTHO			
5. The date of organization is Nove	mber 10, 2014	and the period of du	ration is	
6. The mailing address of the entity's			(If let	tt blank, the period of duration is considered perpetual.}
306 Little Solida Road	principal office is	South Point	ОН	45680
Street Address		City	State	ZIp Code
7. The street address of the entity's re 879 Wilson Run Road	egistered office in Kentucky is	Wallingford	KY	41093
Street Address (No P.O. Box Numbers)		City	State	Zip Code
and the name of the registered agent	at that office is Fred Conn			
8. The names and business addresse		retary, officers and direc	tors, managers, trustees	s or general partners):
	306 Little Solida Road	South Point	OH	45680
Todd A Harrah	Street or P.O. Box	City	State	Zip Code
TVB/IIO		-1.9		·
Name	Street or P.O. Box	City	State	Zip Code
Name	Street or P.O. Box	City	State	Zip Code
9. If a professional service corporation and treasurer are licensed in one or m statement of purposes of the corporati	ore states or territories of the United	ess than one half (1/2) of States or District of Colu	of the directors, and all dumbia to render a profes	of the officers other than the secretary sisional service described in the
10. I certify that, as of the date of filing	this application, the above-named e	ntity validly exists under	the laws of the jurisdict	ion of its formation.
11. If a limited partnership, it elects				
12. This application will be effective up The effective date or the delayed effective	on filing, unless a delayed effective date cannot be prior to the date	date and/or time is provi	The date and/or time is:	
11/1/1/		odd A Harrah	ă.	(Delayed effective date and/or time)
Signature of Authorized Representative	10	Printed Name & Ti	110	Date
, Fred Conn		concept to cooks as the	ragintared agent on hal	nalf of the business entity.
Type/Print Name of Registered Agent		consent to serve as the	registered agent on bei	ion of the obstitees entity.
French Com -	Fred Con	n	Registered Ag	ent
Signature of Registered Agent	Printed Name		Title	Date

(01/12)

Commonwealth of Kentucky Alison Lundergan Grimes, Secretary o

0916193

Alison Lundergan Grimes **KY Secretary of State** Received and Filed

4/27/2017 8:51:11 AM Fee receipt: \$10.00

Alison Lundergan Grimes Secretary of State P. O. Box 718 Frankfort, KY 40602-0718 (502) 564-3490 http://www.sos.ky.gov

Statement of Change of **Principal Office Address**

POC

L906

Pursuant to the provisions of KRS chapters 271B, 273, 275, or 362, the undersigned hereby applies to change the principal office on behalf of

TRIBUTE CONTRACTING & CONSULTANTS LLC

which is organized in the state of Ohio, and for that purpose submits the following statements:

1. Address of current principal office	2. Principal office is hereby changed to:
306 LITTLE SOLIDA ROAD SOUTH POINT, OH 45680	2125 County Road 1 SOUTH POINT, OH 45680
3. Signature of officer or chairman of the board Todd Harrah, Manager/Member Signature and Title Type or print name and title 4/27/2017 8:51 AM Date	

Trutest Quote-WBE

TruTest,LLC

PO Box 221166 Louisville, KY 40252 (502)552-5142 trutestseals@yahoo.com

Estimate

ADDRESS

Quote

ESTIMATE # 1305 DATE 01/23/2021

JOB

Wolf Run

ACTIVITY	QTY	RATE	AMOUNT	
Mobilization Mobilization (EA)	1	125.00	125.00	
Air & Deflection Test 8" Air & Deflection Test (LF)	1	0.56	0.56	
10" A & D 10" Air and Deflection Test (LF)	1	0.70	0.70	
12" A & D 12" Air & Deflection Test (LF)	1	0.84	0.84	
Air & Deflection Test 18" Air & Deflection Test (LF)	1	1.25	1.25	
Air & Deflection Test 24" Air & Deflection Test (LF)	1	1.75	1.75	
Air & Deflection Test 27" Air & Deflection Test (LF)	1	2.10	2.10	
Air & Deflection Test 30" Air & Deflection Test (LF)	1	2.50	2.50	
Air & Deflection Test 36" Air & Deflection Test (LF)	1	3.00	3.00	
Vacuum Tests 48" Manhole Vacuum Tests (EA)	1	99.00	99.00	
Vacuum Tests 60" Manhole Vacuum Tests (EA)	1	159.00	159.00	
Vacuum Tests 72" Manhole Vacuum Tests (EA)	1	229.00	229.00	
CCTV 8" - 12" CCTV Inspection (LF)	1	1.10	1.10	
CCTV 18" - 36" CCTV Inspection (LF)	1	1.50	1.50	

Accepted By

Accepted Date

From: trutestseals@yahoo.com

Subject: Re: 12/14/17 LFUCG Shandon Trunk Sewer Quote Solicitation

Date: Feb 2, 2021 at 2:43:58 PM

To: Aimee Harrah aimeee2016@icloud.com

I will send it in the next few minutes. If you don't have it in the next hour please call me at <u>502-552-9022</u>. Good luck, we would love to see you all get this one.

Kristi

On Tuesday, February 2, 2021, 01:20:24 PM EST, Aimee Harrah < aimeee 2016@icloud.com > wrote:

- > Kristi,
- > It's Aimee with Tribute and Todd wanted me to reach out to you for a testing quote on LFUCG Wolf Run D & E project.
- > Please send me you quote as soon as you get the time, I will also need DBE forms signed as well. I will send those to you once you confirm you are quoting.
- > Look forward to hearing from you!
- >

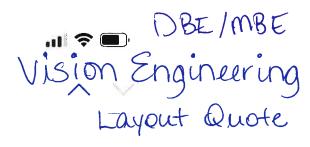
>

- > Thanks,
- > Aimee
- _
- >
- > Aimee Harrah
- > Tribute Contracting & Consultants, LLC
- > 2125 County Road 1
- > South Point, OH 45680
- > P: <u>740-451-1010</u>
- > F: 740-894-3168

>



5 Messages





4:02 PM

RE: Wolf Run D&E Layout

Aimee,

We determined that the fee to do the construction staking and as-built, the construction staking at \$10,500 and as-built survey for \$10,000. Thanks so much for giving us the opportunity to be part of your team.

Thanks,

Jihad

From: Aimee Harrah <aimeee2016@icloud.com>

Sent: Tuesday, February 2, 2021 2:18 PM **To:** Jihad Hallany < jhallany@visionengr.com>

Subject: Re: Wolf Run D&E Layout

it bids Thursday.

Aimee Harrah
Tribute Contracting & Consultants, LLC
2125 County Rd 1, South Point, OH 45680
P: 740-451-1010 | F: 740-894-3168
aimeee2016@icloud.com

Sent from iCloud

On February 2, 2021 at 10:34 AM, "Jihad Hallany" ihallany@visionengr.com wrote:

Aimee,

We appreciate you give us the opportunity to put the













5 Messages Wolf Run D&E Layout





2125 County Rd 1, South Point, OH 45680 P: 740-451-1010 | F: 740-894-3168 aimeee2016@icloud.com

Sent from iCloud

On February 2, 2021 at 10:34 AM, "Jihad Hallany" <ihallany@visionengr.com> wrote:

Aimee.

We appreciate you give us the opportunity to put the proposal together, do you know when you need the bid?

Thanks

----Original Message-----

From: Aimee Harrah <aimeee2016@icloud.com>

Sent: Tuesday, February 2, 2021 1:15 PM

To: jhallany@visionengr.com Subject: Wolf Run D&E Layout

Jihad,

Todd wanted me to reach out and see if you're quoting the layout for Wolf Run D&E project. If so, please email me or him the quote.

Thanks, Aimee

Aimee Harrah Tribute Contracting & Consultants, LLC 740-451-1010

Sent from my iPhone











HERB GEDDES FENCE CO.

232 INDUSTRY PARKWAY NICHOLASVILLE, KY 40356

Customer Contact

Voice: 859-885-2215 Fax: 859-885-2219



Fence Quote- Veteran QUOTATION

Quote Number: 2853

Quote Date: Feb 2, 2021

Page:

Email Address

4

Quoted To:	Job Site Address:
ESTIMATOR	LFUCG WOLF RUN TRUNK SEWERS D & E LEXINGTON, KY

Phone

Description	Amount
NSTALL 320' OF 4' HIGH CHAIN LINK FENCE	4,800.0
10' OF 8' HIGH PRIVACY FENCE	300.00

LEAD TIME:

All property lines to be marked prior to installation or shown at time of installation.

We assume no responsibility for measuring property lines. Not responsible for underground pipes, wires or utilities.

Any rock/large tree roots encountered while excavating post holes will be charged an additional \$25.00 per hole.

Subtotal 5,100.00

Sales Tax

Freight

TOTAL 5,100.00

One year warranty on labor & materials except wood. Wood is a natural product & is not perfect. Therefore we are not responsible for natural shrinking, knots, warping or checking. In the event of litigation between the parties, the customer agrees to pay a reasonable attorney fee for Herb Geddes Fence Company.

Any alterations from the above specifications could incur additional costs above the original estimate.

Estimator:

ACCEPTANCE OF PROPOSAL - The above price and specifications are satisfactory and are hereby accepted. You (Herb Geddes Fence) are authorized to do the work as specified. Residential jobs require a 50% deposit upon acceptance of proposal, and a 3% charge will be applied when a Credit/Debit card is used for payment. A 25% non-refundable restocking fee will be applied to all special order materials.

Signature	Data of accontance
Signature	Date of acceptance:



ADDENDUM No. 4

Bid Number: #132-2020 Date: January 28, 2021

Subject: Wolf Run Trunk Sewers D & E

Wastewater System Improvements

Remedial Measures Plan ID No. WR-04, WR-05

Address inquiries to: Q&A Module on Ion Wave

Brian Marcum

brianm@lexingtonky.gov

(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

	Questions	Answers
1.	Can you email myself the attendee list for the LFUCG - Wolf Run Trunk Sewers D & E - Pre-Bid Meeting?	The attendee list was sent out as part of Addendum #3.
2.	Sheet C-05: Will the contractor be reimbursed for gas line location?	No, the Contractor's costs to field verify the gas line location, within the first 30-days of the NTP, will be incidental to the project cost.
3.	Sheet C-06: Will the contractor be reimbursed for gas line location?	No, the Contractor's costs to field verify the gas line location, within the first 30-days of the NTP, will be incidental to the project cost.
4.	Can the bid date be extended for the project? There are several other projects out to bid around the 2/4/21 bid date. A one or two week extension would allow us more time to put a competitive number on this project.	No, due to EPA consent judgement deadlines the bid date will not be extended.
5.	Where do we install sanitary markers?	Sanitary markers are not required for gravity sewer projects.





6.	Please clarify there are no inside drop manholes on the project?	There will be one (1) internal drop manhole as part of this project. MH #E-24, on SHT C-13 has an 18" internal drop to allow room for the 24" sewer stub-out. The internal manhole drop connection detail can be found on SHT SD4.
7.	Is there an engineer's estimate?	LFUCG does not release the engineer's estimate prior to bid opening.
8.	For this amount of pipe in rock, can the schedule of 365 days be extended if needed?	No, due to the EPA consent judgement schedule the construction time will not be extended.
9.	Will settlement monitoring be on this project per spec 2222-8?	Specification Section 2222 applies to bore-pits. Settlement monitoring, as outlined in this specification, will not be necessary for this project. However, the Contractor is responsible for any construction settlement on the project.
10,	Unit 67 & 70 conflict with each other. Which one do we use for sod?	Line item #70 (Sod) in the Bid Schedule is redundant and will be removed. See updated Bid Schedule.
11.	Will 1037 Cross Key Rd dumpster pad & fence be by units or is this incidental to contract?	Dumpster pads and fences being disturbed as part of this project are incidental to the contract as listed in the MOU conditions. These items shall be replaced per LFUCG's current dumpster pad guidelines.
12.	Will chain link fence for personal properties be per unit prices 4 & 6' ft fence?	Chain link fencing associated with personal properties that are outlined in the MOU conditions will be incidental to the contract. Refer to the attached updated Bid Schedule for all fencing outside of personal properties.
13.	(The entry of mobile equipment into stream channel shall be prohibited) Can you clarify on what this means? No equipment at all in the creek?	The entry of mobile equipment into a stream channel shall be prohibited, based off the General Floodplain Permit. If the entirety of construction cannot be accomplished from the stream bank, the Contractor will have to obtain an individual permit.
14,	Will tree removal for specific addresses be part of clear & grub unit price or will this be incidental?	All tree removal is incidental to the contract either by line item #89 (Clearing and Grubbing) in the Bid Schedule or through the MOU conditions.
15,	What unit will the temporary stone parking lot area be in?	It is Incidental to the contract.



16.	Is full depth stone backfill required under all pavements?	Yes.
17	Will creek crossing detail be provided?	Creek crossing specifics are located on the "Streambank Restoration" details which can be seen on SHT SD5
18.	Can sanitary sewer maps be provided in vicinity of new construction to facilitate bypass pumping planning?	Sanitary sewer maps will be provided to the successful bidder.
19.	Is it okay to close Appomattox road, Normandy road, Furlong drive, and Beacon Hill road as needed?	Access to all private driveways will remain open at all times. Any lane and/or road closures are the Contractor's responsibility to be coordinate with and submitted for approval to LFUCG's traffic engineering.
20.	Maximum flow expected thru the existing 21" RCP at 0.16% slope is approximately 3,000 GPM. Is it necessary to size pumps and piping for 8.3 MGD (5,764 GPM)?	Yes, the pump rate listed was established by LFUCG's Consent Decree modeling results for a 2-year 24-hour storm.
21.	Will blasting be allowed during this project?	There is no blasting allowed for the project. Specification Section 02225 is a standard specification.
22.	Will steam be allowed for the CIPP alternative?	Yes.

1. CLARIFICATIONS

A. None at this time.

2. DRAWINGS

- A. Drawing C-02
 - Revise profile note for MH # D-4 to read:
 INV. IN EL. = 899.79 (4" SEWER) (N) (EXTERNAL DROP)

3. SPECIFICATIONS

- A. Specification Section 00410 Bid Form
 - Replace Section 00410, in its entirety, with attached revised Bid Schedule



MAYOR LINDA GORTON



TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

- B. Specification Section 01025 Measurement and Payment
 - Delete paragraph 2.38 in its entirety and replace with the following:
 2.38 Not Used

Todd Slatin, Director Division of Central Purchasing

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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: Tribute Contracting; Consultants, LLC

SIGNATURE OF BIDDER:	h, Manager/member
Attachments:	
Drawings	
Specifications	
00410 – Bid Form	
Plan Holders List	





ADDENDUM No. 3

Bid Number: #132-2020 Date: January 26, 2021

Subject: Wolf Run Trunk Sewers D & E

Wastewater System Improvements

Remedial Measures Plan ID No. WR-04, WR-05

Address inquiries to: Q&A Module on Ion Wave

Brian Marcum

brianm@lexingtonky.gov

(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

1. CLARIFICATIONS

A. Please see attached Pre-Bid Meeting Minutes

2. DRAWINGS

A. None at this time.

3. SPECIFICATIONS

A. None at this time.

Todd Slatin, Director
Division of Central Purchasing

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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.



MAYOR LINDA GORTON



TODD SLATIN DIRECTOR CENTRAL PURCHASING

COMPANY NAME: Tribute Contracting ; Consultants, LLC ADDRESS: 2175 County Rd 1, South Point, OH 45680 Todd Harrah, Manager/Member SIGNATURE OF BIDDER: ____

Attachments:

Pre-Bid Meeting Minutes Attendee Log (Sign-in Sheet) PIE Procedures for DWQ Projects DWQ Policy for Storing Materials in the Floodway





ADDENDUM No. 2

Bid Number: #132-2020 Date: January 19, 2021

Subject: Wolf Run Trunk Sewers D & E

Remedial Measures Plan ID No. WR-04, WR-05

Address inquiries to: Q&A Module on Ion Wave

Brian Marcum

brianm@lexingtonky.gov

(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

The Microsoft Teams Meeting link has been revised. A new meeting link and a call in number are provided below, as shown in the specification revision.

- A. Specification Section 00100 Advertisement for Bids
 - Revise Section 00100, Part 1.12, Page 00100-3, to read:

A <u>mandatory</u> pre-Bid meeting will be held at <u>9:00 am local time</u>, <u>January 20, 2021</u> via teleconference. A direct link to the Microsoft Teams Meeting is as follows:

Microsoft Teams meeting

Join on your computer or mobile app

https://teams.microsoft.com/l/meetup-

join/19%3ameeting MWZkNzEzZjktMDZhMC00YTM3LTg4NTgtN2I0Y2NiOTQ1NjBj%4

Othread.v2/0?context=%7b%22Tid%22%3a%22083fc4d2-72ad-412b-ae7d-

6b81b83916dd%22%2c%22Oid%22%3a%22148017a5-c42e-4f7e-864e-

3de5bb20c0bc%22%7d

Or https://tinylink.net/1gUsg

Or scan QR Code Below



Or call in (audio only) +1 502-208-2565, ID No.: 348 543 571# United States, Louisville



MAYOR LINDA GORTON



TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

Todd Slatin, Director

Division of Central Purchasing

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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: Tribute Contracting + Consultants, LLC

ADDRESS: 2125 County Rd 1, Sou	th Point OH 45680
SIGNATURE OF BIDDER:	Manager/Member
Attachments:	
Drawings	
Specifications	

MAYOR LINDA GORTON



TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM No. 1

Bid Number: #132-2020 Date: January 19, 2021

Subject: Wolf Run Trunk Sewers D & E

Wastewater System Improvements Address i

Remedial Measures Plan ID No. WR-04, WR-05 Q&A Mo

Address inquiries to: Q&A Module on Ion Wave

Brian Marcum

brianm@lexingtonky.gov

(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

1. DRAWINGS

- A. Drawing C-13
 - Revise the invert elevation of the 24" stub out on MH E-24 from 714.10 to 914.10, in the profile. Elevation is shown in two locations.

2. SPECIFICATIONS

- A. Specification Section 00100 Advertisement for Bids
 - Revise Section 00100, Part 1.12, Page 00100-3, to read
 - A <u>mandatory</u> pre-Bid meeting will be held at <u>9:00 am local time</u>, <u>January 20</u>, <u>2021</u> via teleconference. A direct link to the Microsoft Teams Meeting is as follows: https://teams.microsoft.com/l/meetup-

join/19%3ameeting NGEyODAzMWEtNjgwNi00MWQxLTg0MDctMmNIMDFiYjQzMTg3% 40thread.v2/0?context=%7b%22Tid%22%3a%22083fc4d2-72ad-412b-ae7d-6b81b83916dd%22%2c%22Oid%22%3a%223f98bafd-29d4-4ba0-9821-024d98a2833c%22%7d





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: Tribute Contracting & Consultants, LLC

DDRESS: 2125 County Rd 1, South Point OH 45680
SIGNATURE OF BIDDER:
Todd Harrah, Manager/Member
uttachments:
Drawings
Specifications