

PART III

Invitation to Bid No. 97-2013

Blue Sky Pumping Station and Force Main
Contract 2—Force Main

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: Aug. 28, 2013

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by HUBERT EXCAVATING & CONTRACTING, LLC.
2590 BOWWILLE ROAD SALVISA, KY 40372
(Name and Address of Bidding Contractor)

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

To: Lexington-Fayette Urban County Government
(Hereinafter called "OWNER")
Office of the Director of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for Blue Sky Pumping Station and Force Main, Contract 2—Force Main, having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$750.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date Aug. 9, 2013
Addendum No. 2 Date Aug. 13, 2013
Addendum No. 3 Date Aug 19, 2013
Addendum No. 4 Date Aug 21, 2013
Addendum No. 5 Date Aug 23, 2013
Addendum No. Date
Addendum No. Date
Addendum No. Date

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

2. LEGAL STATUS OF BIDDER

Bidder HUBERT EXCAVATING & CONTRACTING, LLC

Date Aug. 28, 2013

* 1. A corporation duly organized and doing business under the laws of the State of KENTUCKY, for whom LANCE M. HUBERT, bearing the official title of OWNER, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

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

~~_____

_____~~

* 3. ~~An individual, whose signature is affixed to this Bid/Proposal (please print name)~~

~~_____
_____~~

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

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, Lance M. Hubert, and after being first duly sworn, states under penalty of perjury/as follows:

1. His/her name is LANCE M. HUBERT and he/she is the individual submitting the bid or is the authorized representative of HUBERT EXCAVATING & CONTRACTING LLC, the entity submitting the bid (hereinafter referred to as "Bidder").
 2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
 3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
 4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
 5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
 6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
 7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
- Further, Affiant sayeth naught.

Lance M. Hubert
(Affiant)

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Lance M. Hubert on this the 20th day of AUGUST, 2013.

My Commission expires: 1/2/14

[Signature]
#457111
NOTARY PUBLIC, STATE AT LARGE

4. **BID SCHEDULE – SCHEDULE OF VALUES**

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.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or “or equal” items.

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

Item No.	Item	Quantity	Unit	Unit Price	Total
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If the Contract is to be awarded, it will be awarded to the lowest, responsive, responsible Base Bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interest of the Project. The bid alternate submitted by the lowest, responsive, responsible Base Bidder shall then be evaluated for possible inclusion in the Project.

DIVISION "A"

1.	10-Inch Class 200 (SDR 21) PVC Force Main Pipe, Compact Ductile Iron, Mechanical Joint Fittings, Detectable Tape, Furnishing, Trenching, Bedding, Laying and Backfilling, Unclassified Excavation, Complete, for <u>twenty six</u> Dollars and <u>fourteen</u> Cents (per Linear Foot)	25,465	L.F.	\$ <u>26.14</u>	\$ <u>665,655.10</u>
1a.	10-Inch Class 200 (SDR 21) PVC Force Main Pipe, Compact Ductile Iron, Mechanical Joint Fittings, Detectable Tape, Furnishing, Trenching, Bedding, Laying and Backfilling, Unclassified Excavation, Complete, at Extra Depth as Shown, for <u>thirty-two</u> Dollars and <u>fourteen</u> Cents (per Linear Foot)	1,600	L.F.	\$ <u>32.14</u>	\$ <u>51,424.00</u>
2.	10-Inch Restrained Joint, Ductile Iron Force Main Pipe, Compact Ductile Iron, Mechanical Joint Fittings, Detectable Tape, Furnishing, Trenching, Bedding, Laying, Backfilling, and in Cover Pipes. Unclassified Excavation, Complete, for <u>forty-seven</u> Dollars and <u>sixty-four</u> Cents (per Linear Foot)	785	L.F.	\$ <u>47.64</u>	\$ <u>37,397.40</u>
3.	10-Inch Resilient Seated Gate Valve, Box, Concrete Collar, Complete, for <u>two thousand</u> Dollars and <u>NO</u> Cents (per Each)	9	Each	\$ <u>2,000.00</u>	\$ <u>18,000.00</u>
4.	18-Inch x 0.312-Inch Steel Cover Pipe, Including Loading Carrier Pipe, Spacers, End Seals, Furnishing and Installing, Complete, for <u>fifty-eight</u> Dollars and <u>NO</u> Cents (per Linear Foot)	360	L.F.	\$ <u>58.00</u>	\$ <u>20,880.00</u>
5.	Boring and/or jacking for 18-Inch Steel Cover Pipe, Unclassified Excavation, Complete, for <u>one hundred forty</u> Dollars and <u>NO</u> Cents (per Linear Foot)	360	L.F.	\$ <u>140.00</u>	\$ <u>50,400.00</u>

Item No.	Item	Quantity	Unit	Unit Price	Total
6.	18-Inch x 0.312-Inch Steel Cover Pipe, Including Loading Carrier Pipe, Spacers, End Seals, Furnishing and Installing, Complete (1-75), for <u>fifty</u> Dollars and <u>no</u> Cents (per Linear Foot)	365	L.F.	\$ <u>50.00</u>	\$ <u>18,250.00</u>
7.	Boring and/or jacking for 18-Inch Steel Cover Pipe, Unclassified Excavation, Complete (1-75), for <u>one hundred ninety</u> Dollars and <u>no</u> Cents (per Linear Foot)	365	L.F.	\$ <u>190.00</u>	\$ <u>69,350.00</u>
8.	18-Inch x 0.312-Inch Steel Cover Pipe, Open Cut, Including loading Carrier Pipe, Spacers, End Seals, Furnishing and Installing, Complete, at Columbia Gas Crossing, (See Sheet 5), for <u>one hundred</u> Dollars and <u>no</u> Cents (per Linear Foot)	60	L.F.	\$ <u>100.00</u>	\$ <u>6,000.00</u>
9.	Steel Post and Line Marker, Furnish and Install, Complete for <u>ninety five</u> Dollars and <u>no</u> Cents (per Each)	98	Each	\$ <u>95.00</u>	\$ <u>9,310.00</u>
10.	Combination Air Vacuum/Air Release Valve Assembly, Furnish and Install, Complete, for <u>eighty three hundred</u> Dollars and <u>no</u> Cents (per Each)	1	Each	\$ <u>8,300</u>	\$ <u>8,300.00</u>
11.	Sewage Air/Vacuum Release Valve Assembly, Furnish and Install, Complete, for <u>forty three hundred</u> Dollars and <u>no</u> Cents (per Each)	21	Each	\$ <u>4,300</u>	\$ <u>90,300.00</u>
12.	Crushed Rock on Trench Surface (<u> </u> L.F. x 225/2000 lbs = <u> </u> Tons), for <u>twenty</u> Dollars and <u>no</u> Cents (per Ton)	200	Ton	\$ <u>20.00</u>	\$ <u>4,000.00</u>
13.	Furnish and Install Standard (Dog House Style) 8-Foot Diameter Manhole and Accessories, All Depths, Frame, Lid, Over Existing 48-Inch Diameter Gravity Sewer at East Hickman Wastewater Pumping Station, Complete, for <u>fifty eight hundred</u> Dollars and <u>no</u> Cents (per Each)	1	Each	\$ <u>5,800.00</u>	\$ <u>5,800.00</u>
14.	Concrete Erosion Control Dam, Furnish and Install, Complete, for <u>five hundred</u> Dollars and <u>no</u> Cents (per Each)	13	Each	\$ <u>500.00</u>	\$ <u>6,500.00</u>

BLUE SKY PUMPING STATION AND FORCE MAIN
 CONTRACT 2--FORCE MAIN
 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
 LEXINGTON, KENTUCKY

Item No.	Item	Quantity	Unit	Unit Price	Total
15.	Gas Line Test Station, Furnish and Install, Complete, for <u>Seventy four hundred twenty nine</u> Dollars and <u>NO</u> Cents (per Each)	1	Each	\$ <u>729.00</u>	\$ <u>729.00</u>
16.	Fiberglass Gas Line Marker, Furnish and Install, Complete for <u>Seventy five</u> Dollars and <u>NO</u> Cents (per Each)	2	Each	\$ <u>75.00</u>	\$ <u>150.00</u>
17.	2-Inch Thickness Bituminous Surface Replacement, Trench Width, on Streets, Drives, and Roads, Complete, for <u>thirty five</u> Dollars and <u>NO</u> Cents (per Linear Foot)	275	L.F.	\$ <u>35.00</u>	\$ <u>9,625.00</u>
18.	Replacement of Existing Depth Bituminous Surface and Base, Over Trench Filled with Flowable Fill per Latest DOT TC9-138/08 Detail (on State and Federal Highways), Only on Order of Engineer, for <u>Sixty seven</u> Dollars and <u>thirty eight</u> Cents (per Linear Foot)	275	L.F.	\$ <u>67.38</u>	\$ <u>18,529.50</u>
19.	Concrete Anchor at End of Force Main, Furnish and Install, Complete, per Detail, Including 10-Inch Valve, at Blue Sky Pump Station, Complete for <u>thirty four hundred</u> Dollars and <u>NO</u> Cents (per Each)	1	Each	\$ <u>3,400.00</u>	\$ <u>3,400.00</u>
20.	Concrete Anchor at End of Force Main, Furnish and Install, Complete, per Detail, Including 10-Inch Valve, at Existing Boonesboro Manor Wastewater Facility (See Sheet 4), Complete, for <u>four thousand</u> Dollars and <u>NO</u> Cents (per Each)	1	Each	\$ <u>4,000.00</u>	\$ <u>4,000.00</u>
21.	Extra for Class 2 or 3 Channel Linear per DOT Specifications, Only on Order of the Engineer, for <u>twenty</u> Dollars and <u>NO</u> Cents (per Ton)	100	Ton	\$ <u>20.00</u>	\$ <u>2,000.00</u>

TOTAL BID--CONTRACT 557-12-01

\$ 1,100,000.00

CONTRACT 557-12-02

BLUE SKY PUMPING STATION AND FORCE MAIN
CONTRACT 2--FORCE MAIN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY

Item No.	Item	Quantity	Unit	Unit Price	Total
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DEDUCTIVE ALTERNATE: DO NOT INCLUDE IN TOTAL BASE BID

DEDUCTIVE ALTERNATE TO DIVISION "A"--PLAN SHEET 5 AND PROFILE SHEET 5B

For the complete construction of force main at 48-inch depth, as shown on Plan Sheet 5 and profile Sheet 5B from Station 75+00 +/- to 91+00 +/- 1600 L.F. of 10-Inch Class 200 (SDR 21) PVC force main pipe, compact ductile iron, mechanical joint fittings, detectable tape, 2 each air releases with piping, box, furnishing, trenching, bedding, laying and backfilling, unclassified excavation, complete

THE LUMP SUM OF TWELVE THOUSAND

_____ DOLLARS AND NO _____ CENTS (\$ 12,000.00)

TOTAL ALTERNATE TO DIVISION "A"

\$ 12,000.⁰⁰

Submitted by:

HUBERT EXCAVATING & CONTRACTING, LLC
Firm

2590 BONNVILLE ROAD
Address

SALUISA, KY 40372
City, State & Zip

**Bid must be signed:
(original signature)**

Lance M. Hubert, OWNER
Signature of Authorized Company Representative - Title

LANCE M. HUBERT
Representative/s Name (Typed or Printed)

502-680-1281
Area Code - Phone - Extension Fax #

hubertexcavating@gmail.com
E-Mail Address

OFFICIAL ADDRESS:

2590 BONNVILLE ROAD

SALUISA, KY 40372

(Seal if Bid is by Corporation)

By signing this form you agree to ALL terms, conditions, and associated forms in this bid package

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: HUBERT EXCAVATING & CONTRACTING, LLC
- 2. Permanent Place of Business: 2570 HORNUMS LANE SHELBY, KY 40372
- 3. When Organized: MARCH 1978
- 4. Where Incorporated: JAN 26, 2000

5. Construction Plant and Equipment Available for this Project:

- 1 TRUCK MOUNT SPREADER
- CASE 275 TRACTOR
- CATERPILLAR 305 EXCAVATOR w/ hydraulic breaker
- CASE 250 BACKHOLOADER
- CASE 330 M BACKHOLOADER
- TAREWITT TL 240 SKID STEER

(Attach Separate Sheet If Necessary)

6. 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.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

CITICORP'S INSURANCE COMPANY (Surety)

Signed: [Signature] (Representative of Surety)
CHRISTOPHER E. VON ALLMEN, ATTORNEY-IN-FACT

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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/01/06, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1674252 06

General
Power
of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
STEVEN M. GARRETT, THOMAS J. MITCHELL, WILLIAM A. KANTLEHNER, III, JEFFREY A. BROWN, DEBORAH A. YATES, DIANE L. PHELPS, LINDA KAPFFHAMMER, ROGER A. NEAL, CHRISTOPHER E. VON ALLMEN, DONALD S. MUCCI, RICHARD H. O'BRIEN, ELLEN L. MCCREARY, JOINTLY OR SEVERALLY

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

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

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

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 01st day of FEBRUARY A.D., 2006 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.
By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of FEBRUARY A.D., 2006, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 28TH day of AUGUST A.D., 2013.



Frank A. Carrino
Frank A. Carrino, Secretary

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
MASSAC CREEK FORCE MAIN	PAUCAH, KY	1.2 M\$
SPARKSVILLE WATER TRANSMISSION	COLUMBIA, KY	2.1 M\$
MASSAC CREEK PUMP STATION	PAUCAH, KY	1.4 M\$
INDUSTRIAL PARK WATER TRANSMISSION	BARSTOWN, KY	750 K\$

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
MASSAC CREEK GRAVITY INTERCEPTOR	PAUCAH, KY	2.6 M\$

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
SHANNON HUBERT	OPERATOR	14 yrs
LANCE HUBERT	OPERATOR / SUPERINTENDENT	14 yrs
CURTIS BERRYMAN	PIPE LAYER	10 yrs
ARTHUR GREEN	PIPE LAYER	2 yrs

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
NONE	N/A	0	0

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER).

6. LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. 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.

<u>BRANCH OF WORK - LIST EACH</u>	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of Work</u>
<u>MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.			
1. <u>Horizontal Boring</u>	Name: <u>Phillips Boring</u>	<u>No</u>	<u>10%</u>
	Address: <u>Muricello, KY</u>		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

8. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: LANCE HUBERT

POSITION/TITLE: OWNER / OPERATOR / SUPERINTENDENT

STATEMENT OF EXPERIENCE: Has performed like duties for 14 yrs

NAME OF INDIVIDUAL: SHAWN HUBERT

POSITION/TITLE: OPERATOR

STATEMENT OF EXPERIENCE: Has performed like duties for 14 yrs

NAME OF INDIVIDUAL: CURTIS BERRYMAN

POSITION/TITLE: PIPERAYER

STATEMENT OF EXPERIENCE: HAS performed like duties for 10 yrs

NAME OF INDIVIDUAL: Arthur Green

POSITION/TITLE: pipelayer / laborer

STATEMENT OF EXPERIENCE: Has performed like duties for 2 years
and construction for 20 yrs

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

* Include all officers, office management's, Affirmative Action officials, and field management personnel.
(Attach separate sheets if necessary.)

9. 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 a contract 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.

Lane M. Hubert
Signature

HUBERT EXCAVATING & CONTRACTING
Name of Business

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

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, 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 contract 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 – 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.

It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

10. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of HUBERT EXCAVATING & CONTRACTING, LLC

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.

11. WORKFORCE ANALYSIS FORM

Name of Organization: HUBERT EXAMINATING & CONTRACTING, LLC Date: 8/28/13

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators									
Professionals									
Superintendents	1	1						1	
Supervisors									
Foremen									
Technicians	1	1						1	
Protective Service									
Para-Professionals									
Office/Clerical									
Skilled Craft	2		2						2
Service/Maintenance									
Total:									4

Prepared By: James M. Hubert, owner

13. EVIDENCE OF INSURABILITY


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

Names Insured: HUBERT EXCAVATING & CONTRACTING, LLC Employee ID: _____
 Address: 2570 BONDVILLE ROAD SPANNA, KY 40372 Phone: 502-680-1261
 Project to be insured: BLUE SKY RAMP STATION AND FORCE MAIN - CONTRACT 2

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGI	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 per occ 2,000,000 Agg	Hamilton Mutual	000448	A X11
SC-3, Section 2, Part 4.1 - see provisions	AUTO UMB	\$2,000,000/per occ.	\$ 1,000,000 5,000,000	Hamilton Mutual	000448	A X11
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$ 4,000,000 EL Limits	KY Agcs/SIF	055002	A- VII

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage: Garrett-Stotz Company Name of Authorized Representative: Chris von Allmen
 Street Address: 1601 Alliant Ave Title: Producer
 City: Louisville State: KY Zip: 40299 Authorized Signature: 
 Telephone Number: 502-415-7000 Date: 8-20-13

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

IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.

13. DEBARRED FIRMS

PROJECT NAME: BLUE SKY PUMPING STATION & FORCE MAIN

BID NUMBER: 97-2013

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY**

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

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. 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 HUBERT EXCAVATING & CONTRACTING, LLC has not and will not award a subcontract, in connection with any contract 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.

HUBERT EXCAVATING & CONTRACTING, LLC
Name of Firm Submitting Bid

Law M. Hubert
Signature of Authorized Official

OWNER
Title

8/28/13
Date

13. DEBARRED FIRMS

PROJECT NAME: BLUE SKY-1 PUMPING STATION & FORCE MAIN

BID NUMBER: 97-2013

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY**

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

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. 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 HUBERT EXCAVATING & CONTRACTING, LLC has not and will not award a subcontract, in connection with any contract 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.

HUBERT EXCAVATING & CONTRACTING, LLC
Name of Firm Submitting Bid

Steve M. Hubert
Signature of Authorized Official

OWNER
Title

8/28/13
Date

14. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

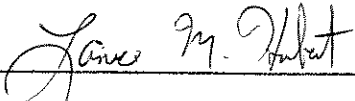
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal 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 year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: HUBERT EXCAVATING & CONTRACTING, LLC

Project: BLUE SKY PUMPING STATION & FORCE MAIN

Printed Name and Title of Authorized Representative: LANCE M. HUBERT

Signature: 

Date: 8/28/13

END OF SECTION

OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

HUBERT EXCAVATING AND CONTRACTING, LLC
2590 BONDVILLE ROAD
SALVISA, KY 40372

SURETY:

(Name, legal status and principal place of business)

OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF CENTRAL PURCHASING, 200 EAST MAIN STREET
LEXINGTON, KY 40507

BOND AMOUNT: FIVE PERCENT (5%) OF THE BID

PROJECT:

(Name, location or address, and Project number, if any)

BLUE SKY FORCE PUMPING STATION AND FORCE MAIN - CONTRACT 2 - FORCE MAIN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28TH day of AUGUST, 2013.

HUBERT EXCAVATING AND CONTRACTING, LLC

(Principal)

(Seal)

By: James M. Hubert OWNER
(Title)

OHIO FARMERS INSURANCE COMPANY

(Surety)

(Seal)

By: Thomas J. Mitchell
THOMAS J. MITCHELL, ATTORNEY-IN-FACT AND KENTUCKY RESIDENT AGENT (Title)

(Witness)

(Witness)

Diane L. Phelps
DIANE L. PHELPS

Document A310™ – 2010. Printed in cooperation with The American Institute of Architects (AIA) by Westfield Group. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310™ 2010.

BD5084 OFWWN (07/10)

General Power of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint STEVEN M. GARRETT, THOMAS J. MITCHELL, WILLIAM A. KANTLEHNER, III, JEFFREY A. BROWN, DEBORAH A. YATES, DIANE L. PHELPS, LINDA KAPFHAMMER, ROGER A. NEAL, CHRISTOPHER E. VON ALLMEN, DONALD S. MUCCI, RICHARD H. O'BRIEN, ELLEN L. MCCREARY, JOINTLY OR SEVERALLY

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

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

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

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 01st day of FEBRUARY A.D., 2006 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 01st day of FEBRUARY A.D., 2006 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of William J. Kahelin

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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 28TH day of AUGUST A.D., 2013.



Signature of Frank A. Carrino Secretary