



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#4-2015**

Date: February 19, 2015

Subject: Woodhill Trunk Sewer Replacement

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

Bid opening date has been extended to Tuesday March 3, 2015 at 2:00 PM.

All bids must be submitted on the attached Revised Bid Schedule to be considered a responsive bid.

The pre bid meeting minutes are attached.

Revised MWDBE notification form and EPA related information are attached.

Revised Federal Wage Rates are attached. State wage rates did no change.

See attached Cleanout Installation details.

Questions & Answers

1. Do the various bypass pumping set ups and pumping time items in the base bid also apply to Line C10+36 to 17+71 options?

Yes.

2. Will overtime inspection rate be charged if work at Richmond Road is done during night hours?

Per Section 01205, labor Provisions, Part 1-General; 1.01 - E "Any overtime work (greater than 40 hours in one week) shall require the Contractor to reimburse the Owner for additional resident inspection costs at an hourly rate times 1-1/2 overtime multiplier." Base hourly rate for the resident inspector is \$42.50.

3. Schedule B2 for Line C work has storm inlet and 36" equiv elliptical RCP bid items- can more detail or a clouded note be shown to detail where this work is?

The 36" equiv. elliptical RCP is shown on plan sheet 5. The existing 36" equiv. elliptical RCP parallels Line C from approximate Sta. 15+50 to approximate Sta. 16+85 and looks to be installed in the same ditch and approximately 7.75' above the existing 12" VCP sanitary sewer. The storm MH to be replaced is located at approximate Line C Sta. 15+50 and has a top of grate elevation of 992.44 and an Invert Elevation of 984.90. The catch basin to be replaced is located in the shrubs paralleling the west side of Code!! Drive at approximate Sta. 16+85 of sanitary sewer Line C. the existing catch basin has a top of grate elevation of 990.00 and an invert elevation of 985.30. The existing catch basin has a beehive grate and the new grate will also be a beehive grate.

4. Please confirm all 24" pipe shown on plan sheet 2 from station 14+12 to station 21+10 plus the 24-lf stub is ductile iron and gets flowable fill .

Flowable fill will be required on the proposed 24" D.I. sanitary sewer line anywhere it is located under the pavement area of US 25 (Richmond Road). The contractor may elect to begin the flowable fill backfill at approximate Sta. 15+50 on Line A.

5. The plans do not show Line C Sta. 10+36 to Sta.17+71 to be open cut, but the bid form denotes that it can be pipebursted or open cut. I just want to make sure that even though the plans do not show this section to be open cut that we can still open cut it if we choose?

This section of line can be open cut. Please read the note on the Bid Schedule located at the bottom of page 00410-7 and the top of page 00410-8 before filling out either Schedule B1 or B2.

6. Do you have a plan showing where the soundings are located for the geo-report? Sounding elevations are shown on the profile, but there is no reference to which sounding number that they are or where that they are located on the plan view.

Appendix D – Geotechnical Report includes the requested information.

7. Do you know of any permits that the contractor will have to acquire other than those that LFUCG already has?

Unless there are any permits required by LFUCG pertaining to noise, cutting city streets, etc. all of the required permits are included in section 00890 of the specifications. If the contractor elects to close Richmond Road and work at night a revised KYTC Encroachment permit may be required by KYTC which may include an approved Traffic Control Plan or other information to be submitted by the Contractor.

8. The specs say that Ductile Iron Pipe and/or fittings are to be 401 protecto lined if within 2,000' of a force main, etc. Can you tell me if this is the case and if 401 protecto will be required?

401 Protecto Lining will not be required.

9. The specs say that Manholes are to have Conshield if they are within 2,000' of a force main, etc. Can you tell me if this is the case and if the manholes will require Conshield?

Proposed Manholes are not located within 2,000' of a force main.

10. Detail 201-1 shows a concrete slab under the asphalt. Is a concrete slab to be placed under all asphalt to be replaced except where flowable fill is required?

Yes.

11. Can you explain bid item 64. Bit. Pavement Surface Replacement (with Concrete or Bituminous Base) and bid item 65. Asphalt Surface Overlay (6")? What are the asphalt thicknesses required for these items? Are these bid items to be placed over a concrete slab: Bid item 64 says with Concrete or Bituminous Base? Bid item 65 is Asphalt surface overlay, does it get any special type of base?

This was addressed at the pre-bid meeting and is included in the pre-bid meeting minutes which will become part of Addendum no. 1. The Bid schedule has been revised and will be issued with Addendum No. 1.

12. Can you give a quantity for bid item 82 Milling and Resurfacing Richmond Road instead of 1 lump sum? What are the limits? Do we mill and resurface Richmond Road even outside where the sewer is being placed?

The bid quantity will remain lump sum. The limits are shown on plan sheet 2 as shaded and a note is shown at the top right of plan sheet 2 and described in the measurement and payment section of the specifications.

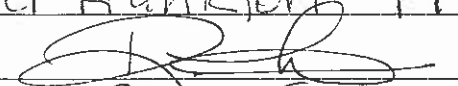
13. Can you explain bid item 94? Are we to remove the pipe from inside the box culvert or are we to remove the pipe on the outside going away from the box culvert?

Only the exposed pipe inside the box culvert will be removed.



Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Free Contracting, Inc
ADDRESS: 1620 Old Frankfort Pike, Lex KY 40504
SIGNATURE OF BIDDER:  / Resident
Rhonda Fister.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

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Commissioner

ADDENDUM #2

Bid Number: **#4-2015**

Date: February 19, 2015

Subject: Woodhill Trunk Sewer Replacement

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

All bids must be submitted on this revised bid form.

Section 00410 Revised Bid form in its entirety is attached for ease of submitting.

(2)-Cleanout Details are attached and they supersede Cleanout Details issued in Addendum#1

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Free Contracting, Inc.

ADDRESS: 1620 Old Frankfort Pike, Lex KY 40504

SIGNATURE OF BIDDER:  / President
Rhonda Fisher.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

Bid Number: **#4-2015**

Date: February 25, 2015

Subject: Woodhill Trunk Sewer Replacement

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. There will be a 6" D.I. water line and fire hydrant assembly installed (by others) prior to the installation of the proposed 27" Gravity Sewer which will be parallel to a section of proposed Gravity Sewer Line "B" as shown on the attached Exhibit.
2. The Bid Schedule has been revised as follows:
 - a. Bid items 17 and 18 have been revised to allow DIP gravity sewer pipe only.
 - b. The quantity for Bid item 80 has been increased from 430 CY to 1,000 CY.
 - c. **All bids must be submitted on the attached revised bid form to be considered a responsive bid.**
3. There will be a protocol and Notification of Bypass Pumping form required to be submitted by the Contractor. Protocol is shown here and the form is attached.


Bypass Pumping Protocol

Contractor shall identify the need/schedule to bypass pump in regular monthly progress meeting.



Todd Statin, Director
Division of Central Purchasing

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

COMPANY NAME: Free Contracting Inc
ADDRESS: 1620 Old Frankfort Pike, Lex KY 40504
SIGNATURE OF BIDDER:  President
Rhonda Fister.

SECTION 00410 – BID FORM

Woodhill Trunk Sewer Replacement

Division of Water Quality
Lexington-Fayette Urban County Government

LFUCG Bid No. 4-2015

1.01 GENERAL

Place: Lexington, Kentucky

Date: 1/27/2015

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

This Bid Form Submitted by

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

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, doing

business as 9 Corporation
"a corporation," "a partnership", or an "individual" as applicable

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

The Bidder, in compliance with your Advertisement for Bids for the Woodhill Trunk Sewer Replacement; Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions and any and all addendums surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the [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 Bid is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within [one hundred and eighty (180)] consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of [One Thousand Dollars and zero cents (\$ 1,000.00)] for each consecutive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. <u>1</u> Date <u>2-19-15</u> :	Addendum No. ___ Date _____
Addendum No. <u>2</u> Date <u>2-19-15</u> :	Addendum No. ___ Date _____
Addendum No. <u>3</u> Date <u>2-25-15</u> :	Addendum No. ___ Date _____
Addendum No. <u>4</u> Date <u>3-3-15</u> :	Addendum No. ___ Date _____

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

1.02 LEGAL STATUS OF BIDDER

Bidder Free Contracting, Inc

Date 3-3-15

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

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

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

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

1.03 BIDDERS AFFIDAVIT

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

- A. His/her name is Rhonda Fister and he/she is the individual submitting the Bid or is the authorized representative of Free Contracting, Inc, the entity submitting the Bid (hereinafter referred to as "Bidder").
- B. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the Bid is submitted, prior to award of the Agreement and will maintain a "current" status in regard to those taxes and fees during the life of the Agreement.
- C. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the Agreement.
- D. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
- E. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of an Agreement to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
- F. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
- G. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.



Affiant Signature

STATE OF KY
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Rhonda Fister on this the 3rd day of March 2015

My Commission expires: 8-13-15



NOTARY PUBLIC, STATE AT LARGE

1.04 BID SCHEDULE

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

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

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

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

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

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

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

SCHEDULE A – ALL WORK EXCLUDING ROCK REMOVAL

Item	Description	Qty	Unit	Unit Price	Item Price
1	Mobilization	1	LS	\$ 55,000	\$ 55,000
2	Bonds and Insurance	1	LS	\$ 33,000	\$ 33,000
3	General Requirements	1	LS	\$ 10,000	\$ 10,000
4	Demobilization	1	LS	\$ 25,000	\$ 25,000
5	Erosion and Sediment Control and Conformance with SWPPP	1	LS	\$ 50,000	\$ 50,000
6	6-inch Gravity Sewer Lateral (PVC) (All Depths)	300	LF	\$ 175	\$ 52,500
7	8-inch Gravity Sewer Pipe, PVC (SDR 35), 6.1'-10' depth	70	LF	\$ 225	\$ 15,750
8	10-inch Gravity Sewer Pipe, PVC (SDR 35), 6.1'-10' depth	10	LF	\$ 199	\$ 1,990
9	12-inch Gravity Sewer Pipe (DIP, RCP, PVC), 10.1'-14' depth	15	LF	\$ 300	\$ 4,500
10	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	10	LF	\$ 350	\$ 3,500
11	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	60	LF	\$ 400	\$ 24,000
12	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), greater than 14' depth	135	LF	\$ 500	\$ 67,500
13	21-inch Gravity Sewer Pipe (Uni-Flange Series 1300-P Restraint) (All Depths)	245	LF	\$ 140	\$ 34,300
14	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 0-6' depth	20	LF	\$ 250	\$ 5,000
15	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 6.1'-10' depth	350	LF	\$ 285	\$ 99,750

16	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe, 10.1'-14' depth	225	LF	\$ 350	\$ 78,750
17	24-inch Gravity Sewer Pipe (DIP), installed outside of Richmond Rd. Pavement, 6.1'-10' depth	100	LF	\$ 280	\$ 28,000
18	24-inch Gravity Sewer Pipe (DIP), installed outside of Richmond Rd. Pavement, 10.1'-14' depth	35	LF	\$ 300	\$ 10,500
19	24-inch Gravity Sewer Pipe (DIP), installed in Richmond Road Pavement, 6.1'-10' depth	490	LF	\$ 280	\$ 137,200
20	24-inch Gravity Sewer Pipe (DIP), installed in Richmond Road Pavement, 10.1'-14' depth	90	LF	\$ 300	\$ 27,000
21	27-inch Gravity Sewer Pipe (FRP, RCP, PVC), 6.1'-10' depth	985	LF	\$ 300	\$ 295,500
22	27-inch Gravity Sewer Pipe (Uni-Flange Series 1300-P Restraint) (All Depths)	240	LF	\$ 150	\$ 36,000
23	30-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	295	LF	\$ 300	\$ 88,500
24	30-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	810	LF	\$ 310	\$ 251,100
25	30-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), greater than 14' depth	290	LF	\$ 400	\$ 116,000
26	36-inch Steel Encasement Pipe, Bore & Jack	230	LF	\$ 700	\$ 161,000
27	42-inch Steel Encasement Pipe, Bore & Jack	230	LF	\$ 850	\$ 195,500
28	Connect existing 4-inch sewer to manhole	2	EA	\$ 400	\$ 800
29	Connect existing 6-inch sewer to manhole	2	EA	\$ 600	\$ 1,200
30	Connect existing 8-inch sewer to manhole	3	EA	\$ 800	\$ 2,400
31	Connect existing 10-inch sewer to manhole	1	EA	\$ 1,000	\$ 1,000
32	Connect existing 12-inch sewer to manhole	2	EA	\$ 1,200	\$ 2,400
33	Connect existing 15-inch sewer to manhole	1	EA	\$ 1,500	\$ 1,500
34	Connect existing 18-inch sewer to manhole	1	EA	\$ 1,800	\$ 1,800
35	Connect existing 24-inch DI sewer to manhole	3	EA	\$ 2,400	\$ 7,200
36	Install 6-Inch Cleanout	1	EA	\$ 500	\$ 500
37	Partially demolish and fill manhole (in Pavement)	16	EA	\$ 500	\$ 8,000
38	Partially demolish and fill manhole (outside Pavement)	12	EA	\$ 500	\$ 6,000
39	Shallow Manhole, 4-foot diameter (depth < 5.0 ft.)	1	EA	\$ 4,000	\$ 4,000
40	Standard Manhole, 4-foot diameter (depth 5.1 to 6.0 ft.)	8	EA	\$ 4,500	\$ 36,000
41	Standard Manhole, 5-foot diameter (depth to 6.0 ft.)	11	EA	\$ 5,500	\$ 60,500
42	Standard Manhole, 6-foot diameter (depth to 6.0 ft.)	2	EA	\$ 6,000	\$ 12,000
43	Standard Manhole, 8-foot diameter (depth to 6.0 ft.)	1	EA	\$ 10,000	\$ 10,000
44	Replace Exist. Shallow Manhole, 4 ft. diameter (depth < 5.0 ft.) (Open Cut Line)	1	EA	\$ 5,000	\$ 5,000
45	Replace Exist Manhole, 4 ft. diameter (depth 5.1 to 6.0 ft.) (Open Cut Line)	2	EA	\$ 6,000	\$ 12,000

46	Replace Exist. Manhole, 6 ft. diameter (depth to 6.0 ft.) (Open Cut Line)	2	EA	\$ 7,000	\$ 14,000
47	Manhole Barrel Extensions, 4 ft. diameter	44	VF	\$ 225	\$ 9,900
48	Manhole Barrel Extensions, 5 ft. diameter	58	VF	\$ 375	\$ 21,750
49	Manhole Barrel Extensions, 6 ft. diameter	17	VF	\$ 500	\$ 8,500
50	Manhole Barrel Extensions, 8 ft. diameter	4	VF	\$ 600	\$ 2,400
51	Manhole Exterior Drop Connection (8"-10")	4	EA	\$ 1,500	\$ 6,000
52	Manhole exterior Drop Connection (12"-21")	1	EA	\$ 2,800	\$ 2,800
53	Manhole Diaphragm, Manhole Anti-Flotation Collar, & Watertight Cover	3	EA	\$ 750	\$ 2,250
54	Cut and Cap existing 8-inch sewer	3	EA	\$ 100	\$ 300
55	Cut and Cap existing 10-inch sewer	1	EA	\$ 130	\$ 130
56	Cut and Cap existing 12-inch sewer	1	EA	\$ 170	\$ 170
57	Cut and Cap existing 15-inch sewer	1	EA	\$ 250	\$ 250
58	Cut and Cap existing 18-inch sewer	1	EA	\$ 350	\$ 350
59	Cut and Cap existing 24-inch sewer	1	EA	\$ 750	\$ 750
60	Cap new 24-inch sewer	2	EA	\$ 700	\$ 1,400
61	Cap new 27-inch sewer	2	EA	\$ 800	\$ 1,600
62	Video inspection of new sewer pipe	5,122	LF	\$ 2	\$ 10,244
63	Tree Removal, > 12-inch diameter	2	EA	\$ 1,500	\$ 3,000
64	Bituminous Pavement Surface Replacement (with Concrete or Bituminous Base)	1,280	SY	\$ 45	\$ 57,600
65	Dense Graded Aggregate (DGA) Replacement (6" depth)	10	SY	\$ 9	\$ 90
66	Roadway and Parking Lot Striping	2300	LF	\$ 3	\$ 6,900
67	Roadway Stop Bar	42	LF	\$ 10	\$ 420
68	Roadway Directional Arrow	4	EA	\$ 125	\$ 500
69	Cross Walk Striping	10	LF	\$ 10	\$ 100
70	Bicycle Lane Symbol	2	EA	\$ 125	\$ 250
71	Seeding, Temporary, as directed by Engineer	7050	SY	\$.50	\$ 3,525
72	Seeding, Permanent	7050	SY	\$ 1.10	\$ 7,755
73	Concrete Curb Replacement	120	LF	\$ 55	\$ 6,600
74	Concrete Sidewalk Replacement	8	SY	\$ 50	\$ 400
75	Concrete Handicap Ramp Replacement	2	EA	\$ 400	\$ 800
76	Dense Graded Aggregate - DGA, Extra as directed by Engineer	10	Ton	\$ 27	\$ 270
77	No. 9 Crushed Stone, Extra as directed by Engineer	10	Ton	\$ 20	\$ 200
78	No. 57 Crushed Stone, Extra as directed by Engineer	10	Ton	\$ 20	\$ 200
79	No. 2 Crushed Stone, Extra as directed by Engineer	10	Ton	\$ 20	\$ 200
80	Flowable (Controlled Density) Fill (Richmond Road)	1000	CY	\$ 100	\$ 100,000

81	Milling and Resurfacing (Richmond Road)	1	LS	\$ 44,000	\$ 44,000
82	Temporary Pavement (Richmond Road)	160	TON	\$ 105	\$ 16,800
83	Bypass Pumping Setup, < 12-inch Sewer Line	6	EA	\$ 500	\$ 3,000
84	Bypass Pumping Setup, ≥ 12-inch to < 15-inch Sewer Line	4	EA	\$ 600	\$ 2,400
85	Bypass Pumping Setup, ≥ 15-inch to < 18-inch Sewer Line	3	EA	\$ 700	\$ 2,100
86	Bypass Pumping Setup, ≥ 18-inch to < 24-inch Sewer Line	2	EA	\$ 800	\$ 1,600
87	Bypass Pumping Setup, ≥ 24-inch to 36-inch Sewer Line	2	EA	\$ 1,000	\$ 2,000
88	Bypass Pumping, < 12-inch Sewer Line	200	HR	\$.01	\$ 2.00
89	Bypass Pumping, ≥ 12-inch to < 15-inch Sewer Line	300	HR	\$.01	\$ 3.00
90	Bypass Pumping, ≥ 15-inch to < 18-inch Sewer Line	600	HR	\$.01	\$ 6.00
91	Bypass Pumping, ≥ 18-inch to < 24-inch Sewer Line	500	HR	\$.01	\$ 5.00
92	Bypass Pumping, ≥ 24-inch to 36-inch Sewer Line	250	HR	\$.01	\$ 2.50
93	Remove 15" DIP from Exist. 6'x10' Box Culvert and Fill with Non-Shrink Grout (See Plan Sheet 4)	1	LS	\$ 500	\$ 500
94	Existing Fence Removal and Replacement on KY American Water Company Property	530	LF	\$ 46	\$ 24,380
95	Maintenance of Traffic	1	LS	\$ 10,000	\$ 10,000
96	Combination Vacuum/Hydraulic Jet/Hydro Excavator, extra as directed by Engineer	10	HR	\$ 250	\$ 2,500
97	Backhoe/Extend-a-hoe, extra as directed by Engineer	10	HR	\$ 70	\$ 700
98	Hoe Ram, extra as directed by Engineer	10	HR	\$ 70	\$ 700
99	Dump Truck, Single Axle, extra as directed by Engineer	10	HR	\$ 60	\$ 600
100	Dump Truck, Tandem or Tri-Axle, extra as directed by Engineer	10	HR	\$ 70	\$ 700
101	Large Track Hoe, CAT 311 or Equivalent, extra as directed by Engineer	10	HR	\$ 80	\$ 800
102	Small Track Hoe, CAT 301.6C or Equivalent, extra as directed by Engineer	10	HR	\$ 70	\$ 700
103	Skid-Steer Loader, extra as directed by Engineer	10	HR	\$ 70	\$ 700
104	Roller/Compactor, extra as directed by Engineer	10	HR	\$ 70	\$ 700
105	Traffic Maintenance – Type 1 (Flagger), extra as directed by Engineer	10	HR	\$ 50	\$ 500
106	Electronic Arrow Board, extra as directed by Engineer	10	HR	\$ 10	\$ 100
107	Electronic Message Board, extra as directed by Engineer	10	WK	\$ 10	\$ 100
Schedule A (Items 1 thru 107), all work excluding Rock Removal and Special Restoration				\$ 2,466,342.⁵⁰	

Schedule B1 & B2 are for the same work from STA. 10+36 to STA. 17+71 on Line "C" as shown on the Plans. Schedule B1 shows line items for replacing the existing sanitary sewer using "Pipe Bursting" method of construction. Schedule B2 shows line items for replacing the existing sanitary sewer by "Dig and Replace" method. Power pole stabilization and guy wire replacement required for either schedule shall be included in the unit price for sewer line. Damage to storm pipes and/or structures shall be repaired at no additional cost unless listed in the Bid Schedule and only the quantities listed. All cost for storm sewer pipe and structure repair or replacement other than what is listed shall be included in unit prices of other items. Contractor shall select method of construction by filling out either Schedule B1 or B2. **DO NOT COMPLETE BOTH SCHEDULE B-1 AND B-2, ONLY THE METHOD TO BE INCLUDED IN THE TOTAL BID AMOUNT.**

SCHEDULE B1 – LINE C, STA. 10+36 to STA. 17+71 (PIPE BURST)

Item	Description	QTY	Unit	Unit Price	Item Price
B1.1	14-Inch Fusible PVC, by Pipe Burst	715	LF	\$	\$
B1.2	Connect Existing 6-Inch Sewer to Manhole	3	EA	\$	\$
B1.3	Connect Existing 8-Inch Sewer to Manhole	6	EA	\$	\$
B1.4	Connect Existing 12-Inch Sewer to Manhole	1	EA	\$	\$
B1.5	Replace Exist. Manhole, 4-foot Diameter (Depth to 6.0 ft.)(Pipe Burst Line)	4	EA	\$	\$
B1.6	Replace Exist. Manhole, 4-foot Diameter with 5-foot Diameter Interior Drop Manhole (Depth to 14.0 ft.)(Pipe Burst Line)	3	EA	\$	\$
B1.7	Manhole Barrel Extensions, 4 ft. Diameter	21	VF	\$	\$
B1.8	Cleanout, on 4" or 6" Service Lateral to Pipe Burst Line (In Pavement)	5	EA	\$	\$
B1.9	Reconnect Exist. Service Lateral to Pipe Burst Line (In Pavement)	2	EA	\$	\$
B1.10	Video Inspection of New Sewer Pipe	715	LF	\$	\$
B1.11	Bituminous Pavement Surface Replacement	2,500	SY	\$	\$
B1.12	Maintenance of Traffic	1	LS	\$	\$
Schedule B1, STA. 10+36 to STA. 17+71 (PIPE BURST)				\$	

SCHEDULE B2 – LINE "C", STA. 10+36 to STA. 17+71 (OPEN CUT)

Item	Description	QTY	Unit	Unit Price	Item Price
B2.1	15-Inch (RCP, PVC) or 14-Inch (DIP, FRP) Gravity Sewer Pipe, 10.1'-14' depth	535	LF	\$ 530	\$ 283,550
B2.2	15-Inch (RCP, PVC) or 14-Inch (DIP, FRP) Gravity Sewer Pipe, greater than 14' depth	180	LF	\$ 600	\$ 108,000
B2.3	Connect Existing 6-Inch Sewer to Manhole	3	EA	\$ 2,000	\$ 6,000
B2.4	Connect Existing 8-Inch Sewer to Manhole	6	EA	\$ 2,500	\$ 15,000
B2.5	Connect Existing 12-Inch Sewer to Manhole	1	EA	\$ 3,000	\$ 3,000
B2.6	Replace Exist. Manhole, 4-foot Diameter (Depth to 6.0 ft.)(Open Cut)	4	EA	\$ 7,500	\$ 30,000

B2.7	Replace Exist. Manhole, 4-foot Diameter with 5-foot Diameter Interior Drop Manhole (Depth to 14.0 ft.)(Open Cut)	3	EA	\$ 9,000	\$ 27,000
B2.8	Manhole Barrel Extensions, 4 ft. Diameter	21	VF	\$ 225	\$ 4,725
B2.9	Cleanout, on 4" or 6" Service Lateral (In Pavement)	5	EA	\$ 500	\$ 2,500
B2.10	Reconnect Exist. Service Lateral	2	EA	\$ 500	\$ 1,000
B2.11	Video Inspection of New Sewer Pipe	715	LF	\$ 2.50	\$ 1,787.50
B2.12	Bituminous Pavement Surface Replacement	2,850	SY	\$ 8.16	\$ 23,256
B2.13	Maintenance of Traffic	1	LS	\$ 5,000	\$ 5,000
B2.14	Roadway and Parking Lot Striping	100	LF	\$ 5.00	\$ 500
B2.15	Concrete Curb Replacement	50	LF	\$ 55	\$ 2,750
B2.16	Concrete Sidewalk Replacement	90	SY	\$ 45	\$ 4,050
B2.17	36" Equiv. Elliptical RCP Storm Sewer	150	LF	\$ 100	\$ 15,000
B2.18	Remove & Replace 4' x 4' Catch Basin, 0-6' depth	1	EA	\$ 4,000	\$ 4,000
B2.19	Remove & Replace 4' diameter storm water MH, 0-8' depth	1	EA	\$ 4,000	\$ 4,000
B2.20	Brick Pillar Replacement @ Ashford Place	1	EA	\$ 500	\$ 500
B2.21	Landscape Restoration	1	LS	\$ 2,500	\$ 2,500
Schedule B2, STA. 10+36 to STA. 17+71 (OPEN CUT)				\$ 544,118.50	

The Contract Documents state that blasting is not permitted. However, LFUCG has made the determination that blasting is an acceptable method for rock removal on this project.

The lowest total bid amount with rock removal by mechanical methods or blasting methods will be the basis for each Bidder's Bid Amount utilized in the award of the Contract.

SCHEDULE C – ROCK REMOVAL

Item	Description	QTY	Unit	Unit Price	Item Price
C1	Rock Removal by Mechanical or Blasting Methods	3,100	CY	\$.01	\$ 31.00
Schedule C, Rock Removal				\$	31.00

SCHEDULE D – SPECIAL RESTORATION (See Section 00880 – Special Restoration Provisions)

Item	Description	QTY	Unit	Unit Price	Item Price
D1	Rob Prop, LLC, 651 Perimeter Drive	LS	1	\$ 8,500	\$ 8,500.
Schedule D, Special Restoration				\$	8,500.

TOTAL BID AMOUNT (sum of Schedule A, Schedule B1 or B2, Schedule C, and Schedule D):

three million eighteen thousand nine hundred ninety
two dollars and zero cents. Dollars (\$ 3,018,992.⁰⁰)

If rock removal by blasting methods is involved in the Agreement (Contract), blasting must comply with Federal, State, and Local Regulations and National Codes on the purchase, transportation, storage, and use of explosive material. Codes include, but are not limited to the following:

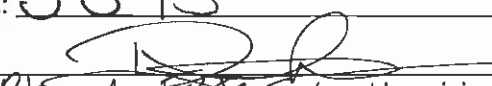
1. Storage, security, and accountability: Bureau of Alcohol, Tobacco, and Firearms (BATF): 27 CFR Part 181.
2. Shipment: DOT, 49 CFR Parts 171-179, 390-397.
3. Safety and Health: OSHA 29 CFR Part 1926, Subpart U.
4. Transportation and Storage: NFPA 495, Chapters 3 through 6.
5. Kentucky Department of Mines and Minerals code for explosive disintegration of rock.

The Contractor must complete the following before explosives are brought to site:

1. Obtain all required permits from authorities having jurisdiction, with copies to Owner.
2. Obtain Blasting and Liability insurance in accordance with Kentucky Department of Highway requirements. A copy of the Declaration of Insurance shall be provided to the Owner.
3. Complete preblast survey with signed copy to Owner.

Preblast survey shall be completed to document the existing conditions of structures or utilities within 500 feet of the blast or that could be at risk from blasting damage. At least thirty (30) days before initiation of blasting, the Contractor shall notify, in writing, all residents or owners of dwellings or other structures located within one-half (1/2) mile of the blasting area advising that they may request a preblast survey. Contractor to maintain records of notifications and responses to be submitted to the Engineer. A preblast survey is required for all residents or owners within one-half mile that request one. Such documentation is to be of such quality to determine whether blasting operations damaged structures. Preblast survey shall utilize video, still images and report forms to document each structure. Video with audible description of observations shall be used to observe general conditions of each structure and to note specific damage that exists to structure prior to blasting. Still images shall be utilized to supplement video as needed to document specific conditions of each structure. Report form shall document date of survey, and who was present during survey. Forms shall also be utilized to supplement video as to the conditions of structures. Existing damage such as cracked foundations, brick facade, and etc. shall have reference object such as a scale in image or video. Audio commentary of cracked foundations, brick facades, etc. shall denote width of cracks. The Contractor shall submit three copies of video, still images, and pdf copies of report forms on CD's.

Respectfully Submitted,

FIRM: Free Contracting, Inc
ADDRESS: 1620 Old Frankfort Pike
CITY/STATE/ZIP: Lexington, KY 40504
DATE: 3-3-15
BY:  President
(must be original signature)
TITLE: President
PHONE: (859) 255-2236 FAX: (859) 259-0458
(area code, number & extension)

EMAIL ADDRESS: rhonda@frecontracting.com

OFFICIAL ADDRESS AND PHONE:

1620 Old Frankfort Pike
Lexington, Ky 40504

_____ (Seal if Bid is by Corporation)

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

1.05 STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

If specifically requested by the Owner, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the Owner's Division of Central Purchasing within seven (7) calendar days following the Bid opening.

- F. In the event the Agreement is awarded to the undersigned, Performance, Payment, Erosion and Sediment Control, and Warranty bonds will be furnished by:

Ohio Farmers Insurance Company (Surety)
 Signed: [Signature] (Representative of Surety)

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

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

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

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

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Martin Fister	General Superintendent	20+
Fletcher Gabbard	Project Manager	2
_____	_____	_____
_____	_____	_____
_____	_____	_____

J. MWDBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>MWDBE</u>	<u>% of WORK</u>
FCI is 100% DBE	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

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

1.06 LIST OF PROPOSED SUBCONTRACTORS

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


BRANCH OF WORK** (List each major item)	SUBCONTRACTOR	MWDBE (yes/no)	% of WORK
1. Asphalt Paving	Name: <u>ATS</u>	<u>No</u>	<u>39</u>
	Address: <u>3009 Atkinson Ave, Suite 400</u> <u>Lexington, KY 40509</u>		
2. Boring	Name: <u>Price Backhoe</u>	<u>No</u>	<u>7.6%</u>
	Address: <u>Winfield, TN 37892</u>		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		

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

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

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

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

Free Contracting, Inc.  President
3-2-15 _____
Company Date Representative

1.08 STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: See attached resumes

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

1.09 EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.

- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

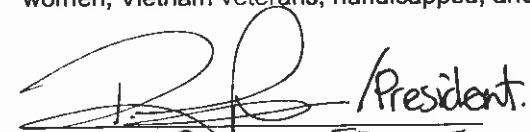
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

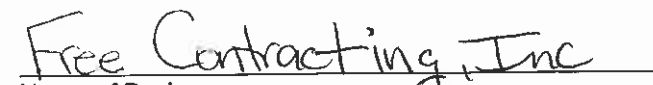
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

Bidders

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


Signature Rhonda Fister


Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

1.10 MWDBE SUBCONTRACTOR PARTICIPATION FORM



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

NIA
 FCI is 100% DBE

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

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

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

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

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

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

EPA FORM 6100-2 (DBE Subcontractor Participation Form)



N/A
FCI is 100% DBE

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

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

Please use the space below to report any concerns regarding the above EPA-funded project:

Multiple horizontal lines for reporting concerns.

Subcontractor Signature	Print Name
Title	Date

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

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

1.11 MWDBE SUBCONTRACTOR PERFORMANCE FORM



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

N/A
 FCI is 100% DBE

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

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

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

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

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

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

EPA FORM 6100-3 (DBE Subcontractor Performance Form)



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

N/A
FCI is 100% DBE

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

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

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

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

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

1.12 MWDBE SUBCONTRACTOR UTILIZATION FORM



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

N/A

FCT is 100% DBE

Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form

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

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

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

Continue on back if needed

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

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

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



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

N/A

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

FCTI is 100% DBE

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

Prime Contractor Signature	Print Name
Title	Date

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

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

1.13 MWDBE PARTICIPATION POLICY

N/A
FCT is 100% DBE

PROJECT NAME: Woodhill Trunk Sewer Replacement
Lexington-Fayette Urban County Government

LFUCG BID NO. 4-2015 BID DATE: February 26, 2015

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

Prime Contractor's Name _____
Contact Person: _____
Address: _____
Phone: _____ Cell: _____
Email: _____
Total Contract Amount: _____

B. Total dollar amount/percent of contract of DBE participation: _____

C. Total dollar amount/percent of contract of MBE participation: _____

D. Total dollar amount/percent of contract of WBE participation: _____

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

Yes No _____

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

G. List of DBE Subcontractors:

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

H. List of MBE Subcontractors:

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

N/A
FCE is 100% DBE

I. List of WBE Subcontractors:

Name: _____

Contact Person: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

Type of Contract: _____

Work to be Done: _____

Amount: _____

Attach additional sheets, if necessary.

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

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

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

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

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

The prime contractor certifies that every opportunity was provided to a number of MWDBEs to encourage their participation in the competitive process and that an adequate amount of time was provided for response.

a. List each MWDBE construction firm or material supplier to which a solicitation was attempted. *Submit copies of letters, emails, faxes, telecommunication logs, certified mail receipts, returned envelopes, certified mail return receipts, etc. as documentation.*

Company Name and Phone Number: _____

Area of Work Expertise: _____

Date of any Follow-Ups and Person Spoke to: _____

b. Advertisements, if applicable: List each publication in which an announcement or notification was placed. *Submit a tear sheet of each announcement from each publication as documentation.*

N/A

FCE is 100% DBE

Name of Publication: _____

Date(s) of Advertisement: _____

Specific Subcontract Areas Announced: _____

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

Method of Notification: _____

Date(s) of Notification: _____

3. Consider in the contracting process whether firms competing for large contracts could subcontract with MWDBEs; including dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MWDBEs in the competitive process.

The prime contractor certifies that the project was broken into its basic elements (i.e. dirt hauling, landscaping, painting, pipe installation, material supplies, etc.) and that a determination was made whether it's economically feasible to bid the elements separately and that the analysis of this effort was documented with a short memo to the project file.

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

The prime contractor certifies that they established delivery schedules which would allow MWDBEs to participate in the projects.

5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce. The easiest way to utilize the services of SBA and MBDA is to visit their websites: www.sba.gov and www.mbda.gov and use the electronic tools available there or you may send the nearest SBA and MBDA office a certified letter that generally describes the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known. You may also use the services and assistance of the Kentucky Procurement Assistance Program (KPAP). The easiest way to utilize the services of KPAP is to send an email: ced.kpap@ky.gov and provide information on forthcoming opportunities available to MWDBEs.

The prime contractor certifies that the assistance of the SBA, MBDA, and/or KPAP was utilized. *Submit pages printed off the SBA and MBDA websites which evidence efforts to register a solicitation on those sites or submit copies of the letter sent and certified mail receipt as documentation; submit copies of emails with KPAP as documentation.*

6. If a subcontractor awards any subcontracts, require the subcontractor to take the steps in numbers 1 and 5 above.

The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the "six good faith efforts" as listed above.

Signature and Date:

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

N/A
FCI is 100% DBE

Signature

Print Name and Title

Date

1.14 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

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

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

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

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

Name of Organization: Free Contracting, Inc Date 3/2/15
see attached

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

Prepared By: Amy Furbio

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

Names Insured: See attached
 Address: _____
 Project to be insured: _____

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

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

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

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

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

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

1.17 DEBARRED FIRMS

PROJECT NAME: Woodhill Trunk Sewer Replacement

LFUCG BID NO.: 4-2015

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

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

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

The undersigned hereby certifies that the firm of Free Contracting, Inc has not and will not award a subcontract, in connection with any Agreement 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.

Free Contracting, Inc
Name of Firm Submitting Bid


Signature of Authorized Official Rhonda Fister

President
Title

3-3-15
Date

1.18 DEBARMENT CERTIFICATION

All Contractors/Subcontractors shall complete this certification.

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


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

Firm Name: Free Contracting, Inc

Project: Woodhill Trunk Sewer Replacement

Printed Name: Rhonda Fister

Title of Authorized Representative: President

Signature:  Rhonda Fister

Date: 3-3-15

1.19 CERTIFICATION REGARDING LOBBYING

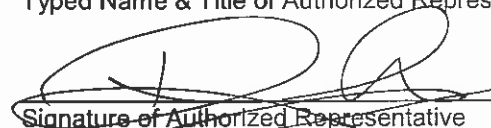
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Rhonda Fister, President
Typed Name & Title of Authorized Representative


Signature of Authorized Representative

3-3-15
Date

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

1.20 BID BOND

BID BOND

Bond Number: See attached

KNOW ALL MEN BY THESE PRESENTS, that we _____

as principal (the "Principal") and _____

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

as obligee (the "Obligee"), in the penal sum of _____ dollars
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein,
or, if no period be specified, within ninety (90) days after opening, and the Principal shall enter into a
contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may
be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter
into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in
money not to exceed the penal sum hereof between the amount specified in said bid and such larger
amount for which the Obligee may in good faith contract with another party to perform the work covered
by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no
event shall the liability hereunder exceed the penal sum thereof.

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

DATED as of this _____ day of _____, 20_____.

WITNESS / ATTEST:

Principal (Secretary)

Principal

By: _____ (seal)
Name:
Title:

Surety (Secretary)

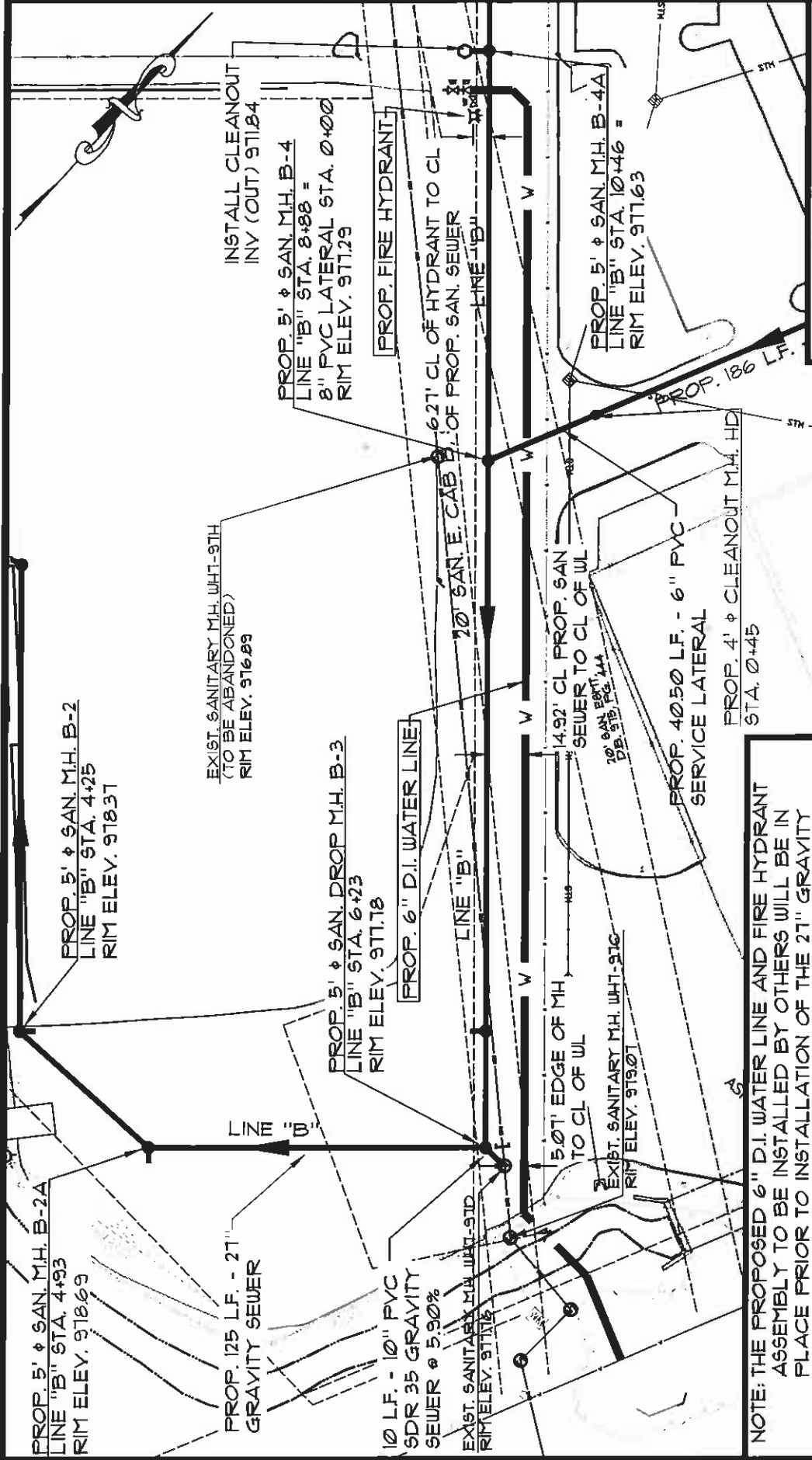
Surety

By: _____ (seal)
Name:
Title:

POWER OF ATTORNEY

(Attach to Bid Bond)

END OF SECTION



NOTE: THE PROPOSED 6" D.I. WATER LINE AND FIRE HYDRANT ASSEMBLY TO BE INSTALLED BY OTHERS WILL BE IN PLACE PRIOR TO INSTALLATION OF THE 21" GRAVITY SEWER, 6" PVC LATERAL AND M.H.'s B-3, B-4 & B-4A. CONTRACTOR SHALL INCLUDE IN THEIR UNIT PRICE PER LF. FOR 21" GRAVITY SEWER, 6" PVC SERVICE LATERAL AND UNIT PRICE PER EA. FOR M.H.'s ALL COST ASSOCIATED WITH ADDITIONAL SHORING, TIE BACK, RELOCATION, REPAIR OF THE 6" WATER LINE AND APPURTENANCES REQUIRED TO INSTALL ALL GRAVITY SEWERS AND M.H.'s IN THE VICINITY OF THE WATER LINE IN AS MUCH AS NO ADDITIONAL COMPENSATION SHALL BE AWARDED THE CONTRACTOR FOR ADDITIONAL WORK IN THIS AREA DUE TO THE WATER LINE LOCATION.

ADDENDUM NO. 3
 PROPOSED 6" WATER LINE
 FOR LEXINGTON MALL
 PROPERTY REDEVELOPMENT
 WOODHILL, TRUNK SEWER REPLACEMENT
 LEXINGTON, KENTUCKY

HMP
 PROFESSIONAL
 ENGINEERING

SCALE : N.T.S.
 DATE : FEB. 2015
 DRAWN BY : BGB
 CHECKED BY : RCB

Rhonda W. Fister, PE
President, Free Contracting, Inc.
Years of Experience: 30
Years with Firm: 21

Education

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

Registration

Professional Engineer, KY

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

Ms. Fister has 30 years of engineering design, surveying and construction experience. For the past 21 years she has been sole officer and owner of Free Contracting, Inc., a heavy construction firm in Central Kentucky, since its incorporation in 1993. While building the small firm, she has been involved in all aspects of business management including overseeing projects with universities, local municipalities, state and federal governments such as USDA, LFUCG, Univ. of Kentucky and KDOT. Projects have evolved from small storm and sanitary sewer projects to larger road construction projects, dam construction and dam repairs.

Construction

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

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

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

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

Materials

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

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

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

Construction

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

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

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

Design

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

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

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

Design

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

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

Martin D. Fister, PE, PLS

General Superintendent

Years of Experience: 40

Years with Firm: 21

Education

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

Registration

Professional Engineer, KY

Professional Land Surveyor, KY

Experience

Mr. Fister has 40 years of engineering, surveying and construction experience throughout the southeastern United States. He has served as project manager, project engineer, project surveyor, and construction project superintendent for a broad range of projects. His responsibilities have also included preliminary engineering design; evaluation of design alternatives; construction cost estimates; engineering surveys; final engineering design; planning; construction stakeout; site development; Projects have ranged upwards of \$5,000,000.

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

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

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

- Perimeter Fencing Capital City Airport Frankfort, KY
- Fox Creek MPS #4 Flemingsburg, KY
- Mammoth Cave Filter Replacement Mammoth Cave, KY
- Culvert Extension, MSU Morehead, KY
- Bel-Air Sanitary Sewer Winchester, KY
- Soccer Field & Access Rd., MSU Morehead, KY
- Ecton Park Sanitary Sewer Replacement Lexington, KY

Work Related Education

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

FLETCHER W. GABBARD

521 Reed Lane
Lexington, KY 40503

Cell: 859-621-9833
Email: fletcher@freecontracting.com

CONTRACTING PROFESSIONAL

GENERAL CONTRACTING | CONSTRUCTION MANAGEMENT | PROJECT PERFORMANCE

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

AREAS OF EXPERTISE

- Employee Relations
- Scheduling & Time Management
- Bid Negotiation
- Quality Control
- Recruitment & Selection
- Project Management
- Contract Negotiation
- Logistics Management
- Organizational Management
- Training & Development
- Budget Management
- Specification Knowledge

PROFESSIONAL EXPERIENCE

FREE CONTRACTING, INC., LEXINGTON, KY 2012 - PRESENT
PROJECT MANAGER

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

MOORE-GABBARD-BRIDGES GENERAL CONTRACTING, INC., LEXINGTON, KY 2005 - 2012
OWNER

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

IRA TUPTS CONTRACTING, INC., LEXINGTON, KY

1995 - 2005

SUPERINTENDENT/PROJECT MANAGER

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

FLETCHER W. GABBARD - PAGE 2

PROFESSIONAL EXPERIENCE - CONTINUED

FLETCHER CONSTRUCTION CO. INC., LEXINGTON, KY

1993 - 1995

OWNER

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

MCGEE CONSTRUCTION, LEXINGTON, KENTUCKY

1991 - 1993

SUPERINTENDENT

WILLIAM FINNIE AND ASSOCIATES, LEXINGTON, KENTUCKY

1985 - 1991

INSTRUMENT OPERATOR

Amy L. Frebis
Business Manager
Years of Experience: 24
Years with Firm: 17

Education

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

Experience

Ms. Frebis has 24 years of experience in business and management positions. She has been Business Manager for Free Contracting Inc. for the past 17 years. Her experience is varied and involves business, financial and project management. She is experienced in acquisition of applicable permits, coordination with governing agencies, material suppliers, subcontractors and engineering firms. Her role is key from project startup to completion.

Project Experience

- Lexington Community College Drainage Improvement, UK; Lexington, Kentucky
- Watsonville Road Sanitary Collectors, MSD; Louisville, Kentucky
- Irvine Pump Stations, City of Irvine; Irvine, Kentucky
- KY 177 Landslide Correction, KDOT; Morning View, Kentucky
- Blue Lick State Park, retaining wall, grade, drain and surface, KDOT; Robertson Co., KY
- Linkbelt, grade and drain; Lexington, Kentucky
- St. Luke Methodist Church; Lexington, Kentucky
- Suburban Mobile Home Park Expansion; Lexington, Kentucky
- Grant Co., Grade and Drain, KDOT; Dry Ridge, Kentucky
- Crestview Sanitary Sewer; Nicholasville, Kentucky
- Scott Co., Grade and Drain, KDOT; Georgetown, Kentucky
- West Hickman Trunk Sewer, Sanitary Sewer Rehabilitation, LFUCG; Lexington, KY
- Boston Rd./Halifax Drive, Sanitary Sewer, LFUCG; Lexington, KY
- Scott Co., Water Line; Georgetown, KY
- Bluegrass Mental Health, Sanitary Sewer; Lexington, KY
- Coldstream Park, Jogging Path, Lexington, KY.
- Dorseyville, Waterline, Carlisle, KY.
- Miller St. Redevelopment, Grade, Drain, Surface, Millersburg, KY.
- Limestone/Short Street Redevelopment, Lexington, KY.
- Water Service for Indoor Recreation Center, Georgetown, KY.
- 2000 Sanitary Sewer Manhole Rehab, Georgetown, KY
- Cherry Blossom Pump Station, Georgetown, KY
- North Elkhorn Watershed Sanitary Trunk Sewer, Lexington, KY
- Laco Drive Roadway Improvements, Lexington, KY
- Quality Dr./McClellan Circle Entrance Improvements and Signalization, Georgetown, KY
- Nelson, Co., KDOT, Grade and Drain, New Haven, KY
- Logston Lane Roadway Improvements, Berea, KY
- Winburn Estates Sewer Addition, Lexington, KY
- Boyd Co., US 60, Grade, Drain and Asphalt Surface, Ashland, KY
- Mammoth Cave National Park, Storm Filters, Mammoth Cave, KY
- Bourbon/Montgomery Co., Scour Mitigation, Jeffersonville, KY
- Frankfort Wastewater Treatment Plant Improvements, Frankfort, KY 40601
- Emergency Guide Walls Repairs Lock & Dam #6 – Kentucky River; Woodford County, KY
- Emergency Abutment Repairs Kentucky River Lock & Dam #3; Owen County, KY

- Morehead - Olive Hill Road (US 60) Replace Bridge and Approaches at Fleming Fork - Grade, Drain, and surfacing, KDOT; Carter County, KY
- Water Treatment Plant Improvements Lagoon Expansion and Effluent Relocation; Augusta, KY
- Pump Station Improvements Southwestern Bracken County Water Project; Bracken County, KY
- Emergency Guide Wall Repair on KY river at Lock #6; Woodford, KY
- Lock and Dam #3; Owen, KY
- Evans Mill Drainage Improvements; Lexington, KY
- Stoney Point Road Bridge Replacement; North Middletown, KY
- Huguelet Drive Extension at UK; Lexington, KY
- Lower Glendover West Drainage Improvements; Lexington, KY
- KY Horse Park Utility Relocation; Lexington, KY
- Lake Dredging at Natural Bridge State Park; Powell Co, KY
- Woodford Co. Rockfall Correction, KDOT; Versailles, KY
- Pigeon Roost Creek Watershed FRS #3; McKee, KY
- Old Frankfort Pike Roundabout; Lexington, KY
- Main Licking River Raw Water Intake Improvements; Cynthiana, KY
- Locust Trace Agri-Science Farm; Lexington, KY
- Perimeter Fencing Capital City Airport; Frankfort, KY
- Fox Creek MPS #4; Flemingsburg, KY
- Mammoth Cave Filter Replacement, Mammoth Cave, KY
- Culvert Extension, MSU, Morehead, KY
- Bel-Air Sanitary Sewer, Winchester, KY
- Soccer Field & Access Rd., MSU, Morehead, KY
- Ecton Park Sanitary Sewer Replacement, Lexington, KY

Workforce Analysis Form

Free Contracting Inc.	Categories	Total	White		Black		Other		Total	
			M	F	M	F	M	F	M	F
Administrators										
Professionals	2	1	1					1	1	
Superintendents	2	2						2		
Supervisors										
Foreman										
Technicians										
Protective Service										
Para-Professionals										
Office/Clerical	2	1	1					1	1	
Skilled Craft	5	5						5		
Service/Maintenance	2	2						2		
Total	13	11	2	0	0	0	0	11	2	

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

Names Insured: Free Contracting, Inc.
 Address: 1620 Old Frankfort Pike, Lexington, KY
 Project to be insured: Woodhill Trunk Sewer Replacement

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Section 00500 - Bonds and Certifications, including all requirements, and conditions:

Article Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided to Insured	Name of Insurer	A.M. Best's	
					Code	Rating
1.05.D.1	CGL	\$1,000,000/per occ., \$2,000,000/aggregate or \$2,000,000 combined single limit Requirements (a) through (e)	\$1,000,000 per occ. & \$2,000,000 aggregate \$5,000,000 Umbrella	Westfield Ins. Co.	A	XIV
1.05.D.1	Auto	Combined single \$1,000,000/per occ. aggregate Requirements (a) through (c)	\$1,000,000 per occ.	Westfield Ins. Co.	A	XIV
1.05.D.1	WC	\$ Statutory	Statutory	KY Assoc. General Contractors Self-Insured Fund	A-	VII
1.05.D.1	Employer's Liability	\$500,000	\$1,000,000	KY Assoc. General Contractors Self-Insured Fund	A-	VII

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

PWM a divison of J. Smith Lanier & Co.
 Agency or Brokerage
 360 E. Vine St., Ste. 200
 Street Address
 Lexington, KY 40507
 City
 (859) 254-8023
 Telephone Number
 Kevin Kelly
 Name of Authorized Representative
 Vice-President
 Title
 Kevin Kelly
 Authorized Signature
 3/2/15
 Date

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

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



AIA Document A310

Bid Bond

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

as Principal, hereinafter called the Principal, and **Ohio Farmers Insurance Company**

a corporation duly organized under the laws of the State of Ohio

as Surety, hereinafter called the Surety, are held and firmly bound unto **LFUCG**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**

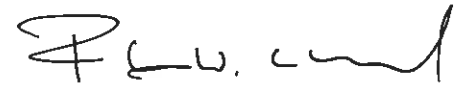
Dollars (\$ **5% of Bid**),

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


WHEREAS, the Principal has submitted a bid for **Woodhill Trunk Sewer Replacement**

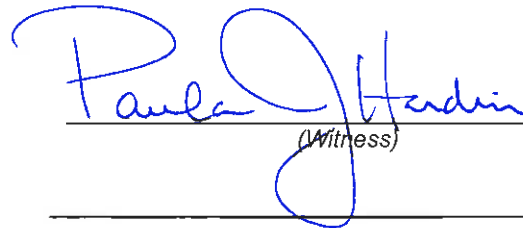
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this **4th** day of **March** **2015**

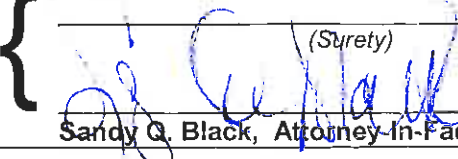


(Witness)

Free Contracting, Inc.
{  (Principal) (Seal)
Rhonda Fisher (Title) President



(Witness)

Ohio Farmers Insurance Company
{  (Surety) (Seal)
Sandy G. Black, Attorney-in-Fact (Title)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/06/12. FOR ANY PERSON OR PERSONS NAMED BELOW

POWER NO. 1673552 00

General
Power
of Attorney

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

CERTIFIED COPY

Know All Men by These Presents. That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint SANDY Q. BLACK, CHRIS P. BARNETT, TERESA L. JOHNS, MACKENZIE A. HUSTON, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 06th day of NOVEMBER A.D., 2012

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 06th day of NOVEMBER A.D., 2012, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals, that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order

Notarial
Seal
Affixed



William J. Kahelin

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 4th day of March A.D., 2015



Frank A. Carrino Secretary

Frank A. Carrino, Secretary

PREVIOUS PROJECTS

PROJECT	DESCRIPTION OF WORK	LOCATION	OWNER	OWNER CONTACT	OWNER ADDRESS	OWNER CONTACT PHONE	ENGINEERING FIRM	ENGINEER
Relocation of Athletic Facilities Access Road	New Road, storm sewer	Morehead, KY	Morehead State University	Steve Leitz	Morehead State University, Morehead, KY 40352	(606) 873-5272	Carmen & Associates	Chris Howard
Bel-Air Sanitary Sewer Project Contract 66	2 bores, sewerline, manholes	Winchester, KY	Winchester Municipal Utilities	Duke Dryden	150 N Main St., Winchester, KY 40391	(859) 744-5434	Palmer Engineering	Stephanie Blain
Campus Recreation Center-Evans Branch Culvert Extension-MSU	install 72" pipe, and retaining wall	Morehead, KY	Morehead State University	Steve Leitz	Morehead State University, Morehead, KY 40351	(606) 873-5271	Carmen & Associates	Chris Howard
Fox Creek MPS#4	Dam improvements - roller compacted concrete	Flemingsburg, KY	Fox Creek Watershed Conservancy Dist	Marvin Suit	25 Meadow Lane, Flemingsburg, KY 41041	(606) 845-6291	Schnabel Engineering	Anthony Grubbs
Flat Run Veterans Park	Sewer Line	Cynthiana, KY	City of Cynthiana	Gary Royalty	PO Box 67, Cynthiana, KY 41031	(859) 234-7150	N/A	N/A
Locust TraceAgri-Science Farm - Phase One	Site work - Grading	Lexington (Fayette Co.)	Fayette Co. Public Schools	Bill Wallace	701 East Main St, Lexington, KY 40502	(859) 381-4100	Tate, Hill & Jacobs Architect	Susan Hill
Main Licking River Raw Water Intake Improvements	pump station improvements	Cynthiana, KY	City of Cynthiana	Harry Johnson	PO Box 67, Cynthiana, KY 41031	(859) 234-7159	HDR	Rob Williams
Pigeon Roost Creek	Earthen Dam - 36" Pipe	McKee, KY	City of McKee	Dwight Bishop	PO Box 455, McKee, KY 40448	(606)287-8306	N/A	N/A
Pigeon Roost Creek Sewer	New Sewerline	McKee, KY	City of McKee	Dwight Bishop	PO Box 455, McKee, KY 40447	(606)287-8305	N/A	N/A

PROJECT	ENGINEERING FIRMS ADDRESS	ENGINEER PHONE	BID DATE	COMPLETION DATE	CONTRACT AMOUNT	CHANGE ORDERS	FINAL CONTRACT PRICE
Relocation of Athletic Facilities Access Road	310 Old Vine St. Ste. 200, Lex., KY 40507	(859) 254-9804	12/15/2012	10/1/13	\$480,900.00	\$37,548.49	\$538,448.49
Bel-Air Sanitary Sewer Project Contract 66	301 East Main St., Suite 900, Lexington, KY 40507	(859) 355-1352	7/12/2012	5/1/2013	\$538,230.00	(\$995.49)	\$537,234.51
Campus Recreation Center-Evans Branch Culvert Extension-MSU	310 Old Vine St. Ste. 200, Lex., KY 40507	(859) 254-9803	5/3/2012	11/30/2012	\$562,164.00	\$44,846.07	\$607,010.07
Fox Creek MPS#4	11A Oak Branch Dr., Greensboro, NC 27407	(336) 274-9456	10/26/10	12/31/2011	\$4,062,665.80	\$239,708.76	\$4,302,374.56
Flat Run Veterans Park	N/A	N/A	07/16/10	9/27/2010	\$17,952.20	\$26,562.03	\$44,514.23
Locust TraceAgri-Science Farm - Phase One	346 East Main St., Lexington, KY 40507	(859) 252-5994	04/15/10	7/24/2010	\$179,500.00	\$495.00	\$179,995.00
Main Licking River Raw Water Intake Improvements	2517 Sir Barton Way, Lexington, KY 40509	(859) 223-3755	01/14/10	6/30/2011	\$621,481.00	\$33,296.50	\$654,777.50
Pigeon Roost Creek	N/A	N/A	N/A	12/31/2009	\$2,643,731.00	\$785,115.98	\$3,428,846.98
Pigeon Roost Creek Sewer	N/A	N/A	N/A	3/3/2008	\$18,384.00	\$0.00	\$18,384.00

Current Projects

PROJECT #	PROJECT	DESCRIPTION OF WORK	LOCATION	OWNER	OWNER CONTACT	OWNER ADDRESS	OWNER CONTACT PHONE	ENGINEERING FIRM
863	Bob-O-Link Trunk Sewer Replacement	Sanitary Sewer Replacemnt	Lexington, KY	LFUCG	Mark Fischer	125 Lisle Industrial Ave., Lexington, KY 40511	(859) 258-3415	Integrated Engineering, PLLC
864	Idle Hour Trunk Sewer Replacement	Sanitary Sewer Replacemnt	Lexington, KY	LFUCG	Doug Baldwin	125 Lisle Industrial Ave., Lexington, KY 40511	(859) 258-3474	CMW, Inc.
866	Blue Sky Treatment Plant Demolition and Lagoon Dewatering	Lagoon Dewatering	Lexington, KY	LFUCG	Steve Farmer	125 Lisle Industrial Ave., Lexington, KY 40511	(859) 425-2404	Bell Engineering
867	Hughes Ave Sewer Replacemnt Project	Sanitary Sewer Replacemnt	Winchester, KY	WMU	Eddie Hightower	150 N Main St., Winchester, KY 40391	(859) 744-5434	WMU

PROJECT #	PROJECT	ENGINEER	ENGINEERING FIRMS ADDRESS	ENGINEERS PHONE #	BID DATE	ANTICIPATED COMPLETION DATE	CONTRACT AMOUNT
863	Bob-O-Link Trunk Sewer Replacement	Eddie Mesta	166 Prosperousb Place, Suite 220, Lexington, KY 40509	(859) 368-0145	12/18/2013	4/30/2015	\$2,346,342.10
864	Idle Hour Trunk Sewer Replacement	Patrick Deming	400 East Vine Street, Lexington, KY 40507	(859) 254-6623	6/10/2014	4/30/2015	\$1,044,417.97
866	Blue Sky Treatment Plant Demolition and Lagoon Dewatering	David Schrader	2480 Fortune Dr., Suite 350, Lexington, KY 40509	(859) 278-5412	9/23/2014	5/5/2015	\$361,124.00
867	Hughes Ave Sewer Replacemnt Project	N/A	N/A	N/A	12/4/2014	4/5/2015	\$324,909.60

