



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Group Agency Association, LLC PO Box 280 Cedar City UT 84721	CONTACT NAME: CL Central PHONE (A/C, No, Ext): (866) 216-6133 E-MAIL ADDRESS: linkmail@leavitt.com	FAX (A/C, No): (866) 688-5709
	INSURER(S) AFFORDING COVERAGE INSURER A: ACUITY A Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Durrty Work Excavation LLC 312 S 4th St Ste 700 Louisville KY 40202		

COVERAGES

CERTIFICATE NUMBER: 24-25 GL/UM/WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZX0439	09/16/2024	09/16/2025	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZX0439	09/16/2024	09/16/2025	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ZX0439	09/16/2024	09/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU**

CB-7433(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:

- a. Any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person(s) or organization(s) is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:

- a. When your operations for that insured are completed; or
- b. The contract or agreement you have entered into with the additional insured is terminated.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the rendering of, or the failure to render, any pro-

fessional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury or property damage*, or the offense which caused the *personal and advertising injury*, involved the rendering of or the failure to render any professional services.

b. *Bodily injury or property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**WAIVER OF TRANSFER OF RIGHTS TO RECOVERY AGAINST OTHERS TO
US - AUTOMATIC STATUS**

CB-7252(4-10)

This endorsement modifies insurance under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Paragraph J2 of the Transfer of Rights of Recovery Against Others to Us condition in the Bis-Pak® Common Policy Conditions is amended as follows:

1. We waive any right of recovery we may have against any person or organization described in paragraph 2 because of payments we make for injury or damage arising out of your ongoing

operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*.

2. This waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy. Such contract or agreement must have been executed prior to the occurrence causing injury or damage.

**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS
WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS,
LESSEES OR CONTRACTORS)**

CB-7245(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:
 - a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and
 - b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. The insurance does not apply to:
 - a. *Bodily injury* or *property damage* which occurs prior to execution of the contract or agreement described in item 1; or

- b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
- c. *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CB-1488(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® COMMON POLICY CONDITIONS

The following is added to paragraph H Other Insurance of the Bis-Pak® Common Policy Conditions and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek con-

tribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

PART III

Invitation to Bid No. 10-2025

Construction UPC

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 2/19/2025

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

This Proposal Submitted by David Durr - Durrty Work Excavation
4030 Tates Creek Rd, APT 3902, Lexington, KY 40517
(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **Construction UPC** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 2/19/2025

Addendum No. 2 Date 2/19/2025

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

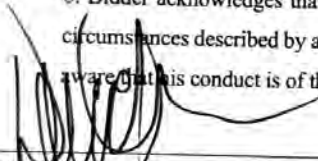
Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

3.

BIDDERS AFFIDAVIT

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

1. His/her name is David Andrew Durr and he/she is the individual submitting the bid or is the authorized representative of Durty Work Excavation, the entity submitting the bid (hereinafter referred to as "Bidder").
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
6. 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.



 Signature
 CEO

 Title

David Durr

 Printed Name
2/19/2025

 Date

Company Name Durty Work Excavation

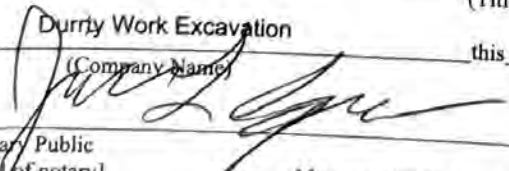
 Address 312 S 4th St, STE 700, Louisville, KY 40202

Subscribed and sworn to before me by David Durr

 (Affiant)
CEO

 (Title)
 of Durty Work Excavation

 (Company Name) this 19th day of February, 2025



 Notary Public
 [seal of notary]
 My commission expires: 02-28-27

4. BID SCHEDULE – SCHEDULE OF VALUES

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

In addition to completing the following schedule of values, Bidders shall enter their unit prices on the attached Excel spreadsheet (Available through the LFUCG Ion Wave Procurement website), titled *2025 Construction Unit Price Contract Bid Schedule.xlsx*, and submit it through Ion Wave.

The Bidder is not required to bid on every item listed in the bid schedule. In instances where the Bidder chooses not to bid on a specific item, the Bidder shall enter the phrase "no bid" in the unit price column for that respective item. However, Bidders are cautioned that failure to submit a unit bid price on an item will disqualify the Bidder from any project requiring that item, even if they have submitted unit bid prices for all other work items pertaining to that particular project.

BIDDERS MUST COMPLETE THE EXCEL SPREADSHEET AVAILABLE ON THE LFUCG IONWAVE PROCUREMENT SITE at <https://lexingtonky.ionwave.net/Login.aspx> AND SUBMIT EXCEL SPREADSHEET, AS WELL AS, PRINTED AND SIGNED COPY OF SPREADSHEET VIA THE RESPONSE ATTACHMENTS TAB AND FULLY EXECUTE AND INCLUDE PAGE P-14 WITH BID RESPONSE OR BID SUBMITTAL WILL BE CONSIDERED NON-RESPONSIVE.

#	Spec Sec.	Item	Unit
1	3	Excavation and Placement	CY
2	5	Rock Excavation (Mechanical)	CY
3	6	Remove Portland Cement Concrete Pavement	SY
4	6	Remove Curb and Gutter	LF
5	6	Remove Sidewalk, Entrance Pavement	SY
6	6	Remove Bituminous Concrete Pavement	SY
7	6	Remove Pipes less than 24" - up to 8' deep	LF
8	6	Remove Pipes 30"- 48" - up to 8' deep	LF
9	6	Remove Fence	LF
10	6	Remove Headwalls and Inlet Structures	EA
11	7	Remove Tree (5" dia. to 12" dia.)	EA
12	7	Remove Tree (>12" dia. to 24" dia.)	EA
13	7	Remove Tree (>24" dia. to 36" dia.)	EA
14	7	Remove Tree (>36" dia. and up)	EA

29
~~275~~
 42
 11.25
~~34~~
 24
 34
 38
 9.25
 825
 625
 1250
 2475
 3490

15	8	Dense Graded Aggregate	TN
16	9	No. 2 Stone	TN
17	9	No. 9 Stone	TN
18	9	No. 57 Stone	TN
19	10	Steel Reinforcement for Concrete	LB
20	11	Unfinished Concrete less than 10 CY	CY
21	11	Unfinished Concrete more than 10 CY	CY
22	11	Formed Class A Concrete less than 10 CY	CY
23	11	Formed Class A Concrete more than 10 CY	CY
24	11	Form Liner for Retaining Walls	SF
25	12	4-1/2" Concrete Sidewalk	SY
26	12	6" Concrete Sidewalk	SY
27	13	6" Concrete Entrance Pavement	SY
28	14	Sidewalk Ramp	SY
29	15, 70	Header Curb	LF
30	15	Curb and Gutter, Type 1	LF
31	15	Curb and Gutter, Type 4	LF
32	16	Bituminous Pavement Milling and Texturing	TN
33	17	Bituminous Base	TN
34	18	Class 3, Bituminous Surface PG 64-22, less than 50 tons	TN
35	18	Class 3, Bituminous Surface PG 64-22, greater than 50 tons	TN
36	18	Class 3, Bituminous Surface PG 76-22, less than 50 tons	TN
37	18	Class 3, Bituminous Surface PG 76-22, greater than 50 tons	TN
38	19	Polymer Fibers for Bituminous Pavement	LB
39	20	Type A Surface Inlet	EA
40	20	Type B Surface Inlet	EA
41	21	Curb Box Inlet Type A (LFUCG)	EA
42	21	Curb Box Inlet Type B (LFUCG)	EA
43	21	Curb Box Inlet Type C (LFUCG)	EA
44	21	Curb Box Inlet Type D (LFUCG)	EA
45	21	Curb Box Inlet Type B (KDOH)	EA
46	21	Drop Box Inlet Type 13 (KDOH)	EA
47	21	Drop Box Inlet Type 16 (KDOH)	EA
48	22	Sewer Manhole (4' dia.) (0-8' No rock)	EA

46
 48
 48
 47
 3.09
 306
 250
 1800
 1620
 NO BID
 119
 124
 124
 144
 36
 37
 37
 NO BID
 ↓
 4490
 4490
 5975
 6475
 6975
 4490
 6975
 4490
 4370
 6490

49	22	Sewer Manhole (5' dia.) (0-8' No rock)	EA	7270
50	22	Sewer Manhole (6' dia.) (0-8' No rock)	EA	8990
51	22	Sewer Manhole - Additional Vertical Depth (4' dia.)	VF	480
52	22	Sewer Manhole - Additional Vertical Depth (5' dia.)	VF	680
53	22	Sewer Manhole - Additional Vertical Depth (6' dia.)	VF	780
54	23	Adjusting Manhole Frames & Cover to Grade	EA	1250
55	24	Pipe Tie-in into Manhole or Curb Box Inlet	EA	1650
56	25	15" RCP Storm Sewer (0-8' No rock)	LF	139
57	25	18" RCP Storm Sewer (0-8' No rock)	LF	144
58	25	24" RCP Storm Sewer (0-8' No rock)	LF	189
59	25	30" RCP Storm Sewer (0-8' No rock)	LF	249
60	25	36" RCP Storm Sewer (0-8' No rock)	LF	309
61	25	42" RCP Storm Sewer (0-8' No rock)	LF	369
62	25	48" RCP Storm Sewer (0-8' No rock)	LF	419
63	25	15" HDPE Storm Sewer (0-8' No rock)	LF	99
64	25	18" HDPE Storm Sewer (0-8' No rock)	LF	109
65	25	24" HDPE Storm Sewer (0-8' No rock)	LF	129
66	25	30" HDPE Storm Sewer (0-8' No rock)	LF	144
67	25	36" HDPE Storm Sewer (0-8' No rock)	LF	179
68	25	15" PP Storm Sewer (0-8' No rock)	LF	104
69	25	18" PP Storm Sewer (0-8' No rock)	LF	118
70	25	24" PP Storm Sewer (0-8' No rock)	LF	144
71	25	30" PP Storm Sewer (0-8' No rock)	LF	169
72	25	36" PP Storm Sewer (0-8' No rock)	LF	209
73	25	15" Elliptical RCP Storm Sewer	LF	139
74	25	18" Elliptical RCP Storm Sewer	LF	144
75	25	24" Elliptical RCP Storm Sewer	LF	199
76	25	30" Elliptical RCP Storm Sewer	LF	249
77	25	36" Elliptical RCP Storm Sewer	LF	309
78	25	42" Elliptical RCP Storm Sewer	LF	388
79	25	48" Elliptical RCP Storm Sewer	LF	499
80	26	Internal Inspection of Sewer Pipe: CCTV	LF	7
81	27	15" Straight Headwall - Standard or Raised	EA	2499
82	27	18" Straight Headwall - Standard or Raised	EA	2999
83	27	24" Straight Headwall - Standard or Raised	EA	3499
84	27	15" Pipe Culvert Headwall	EA	2306

85	27	18" Pipe Culvert Headwall	EA	2700
86	27	24" Pipe Culvert Headwall	EA	2900
87	27	30" Pipe Culvert Headwall	EA	3400
88	27	36" Pipe Culvert Headwall	EA	3800
89	27	42" Pipe Culvert Headwall	EA	4000
90	27	48" Pipe Culvert Headwall	EA	4000
91	27	18" Sloped and Flared Box Inlet-Outlet	EA	3900
92	27	24" Sloped and Flared Box Inlet-Outlet	EA	4800
93	27	30" Sloped and Flared Box Inlet-Outlet	EA	5600
94	27	36" Sloped and Flared Box Inlet-Outlet	EA	6300
95	28	15" Impact Stilling Basin	EA	3400
96	28	18" Impact Stilling Basin	EA	3900
97	28	24" Impact Stilling Basin	EA	4600
98	28	30" Impact Stilling Basin	EA	5400
99	28	36" Impact Stilling Basin	EA	6300
100	28	48" Impact Stilling Basin	EA	6900
101	29	Bottom Paved Ditch	SY	224
102	30	Aggregate Channel Lining for Slope Protection	TN	64
103	31	Seeding and Protection	SY	5,49
104	32	Sodding	SY	16
105	33	Gabion Mattress Channel Lining and Gabbion Basket Retaining Walls	CY	269
106	34	4" HDPE Perforated Pipe	LF	29
107	34	6" HDPE Perforated Pipe	LF	34
108	35	4" PVC Pipe	LF	34
109	35	6" PVC Pipe	LF	39
110	35	8" PVC Sanitary Sewer (0-8' No Rock)	LF	64
111	35	10" PVC Sanitary Sewer (0-8' No Rock)	LF	74
112	35	12" PVC Sanitary Sewer (0-8' No Rock)	LF	87
113	35	15" PVC Sanitary Sewer (0-8' No Rock)	LF	109
114	35	18" PVC Sanitary Sewer (0-8' No Rock)	LF	119
115	35	8" Ductile Iron Sewer Pipe (0-8' No Rock)	LF	99
116	35	10" Ductile Iron Sewer Pipe (0-8' No Rock)	LF	110
117	35	12" Ductile Iron Sewer Pipe (0-8' No Rock)	LF	120
118	35	14" Ductile Iron Sewer Pipe (0-8' No Rock)	LF	139
119	35	Sanitary Sewer By-Pass Pumping	DAY	2400

120	36	Two Way Sewer Service Cleanout	EA	849
121	37	4"x 8" Sanitary Sewer Tee & up to 6' of lateral pipe	EA	175
122	37	6"x 8" Sanitary Sewer Tee & up to 6' of lateral pipe	EA	189
123	22	Lex Sanitary Sewer Manhole (4' dia.) (0-8' No rock)	EA	5800
124	22	Lex Sanitary Sewer Manhole (5' dia.) (0-8' No rock)	EA	7900
125	22	Lex Sanitary Sewer Manhole (6' dia.) (0-8' No rock)	EA	9200
126	22	Manhole-Additional vertical depth > 8' (4' dia.)	VF	699
127	22	Manhole-Additional vertical depth > 8' (5' dia.)	VF	799
128	22	Manhole-Additional vertical depth > 8' (6' dia.)	VF	899
129	22	Manhole-Additional for adjustable frame and cover	EA	1500
130	38	Woven Wire Fence 4' height	LF	20
131	38	Woven Wire Gate 4' height	LF	28
132	38	Chain Link Fence 4' height	LF	32
133	38	Chain Link Fence 6' height	LF	49
134	38	Split Rail Fence 5' height	LF	NO BID
135	38	Privacy Fence (installation)	LF	
136	39	Backhoe (small) with Operator	HR	
137	40	Dump Truck (single axle) with driver	HR	
138	40	Dump Truck (tri-axle) with driver	HR	
139	39	Jackhammer with Operator	HR	110
140	39	Skid Loader with Operator	HR	125
141	41	Check Dam	TN	59
142	41	Sediment Trap	CY	60
143	41	Sediment Pond	CY	60
144	41	Silt Fence	LF	5
145	41	Storm Drain Inlet Protection	EA	389
146	41	Filter Strip	SY	—
147	41	Stream Crossing	EA	9900
148	41	Pump-Around Flow Diversion	DAY	650
149	41	Construction Dewatering	DAY	1200
150	42	Geotextile Construction Type I	SY	3.75
151	42	Geotextile Construction Type II	SY	
152	42	Geotextile Construction Type III	SY	
153	42	Geotextile Construction Type IV	SY	↓
154	43	Edge Key	LF	NO BID
155	44	Pipe Plugging for Pipes less than or equal to 24"	EA	975

156	44	Pipe Plugging for Pipes 30"- 48"	EA	1150
157	45	Flowable Fill	CY	207
158	46	Fiber Reinforced PCC Pavement	CY	899
159	47	Single Block Masonry Retaining Wall	SF	—
160	48	Degradable Erosion Control Mat	SY	9
161	48	Turf Reinforcement Mat	SY	
162	50	Steel W Beam Guardrail and End Treatments	LF	
163	51	Articulating Concrete Block	SY	
164	52	Reinf Conc Pipe Crack Repairs and Manhole Rehab	LF	
165	53	Sawcutting	LF	6
166	54	Precast Reinforced Concrete Box Culvert 3' X 2'	LF	599
167	54	Precast Reinforced Concrete Box Culvert 3' X 3'	LF	637
168	54	Precast Reinforced Concrete Box Culvert 4' X 2'	LF	637
169	54	Precast Reinforced Concrete Box Culvert 4' X 3'	LF	679
170	55	Detectable Warning Surface Tile-Overlay	SF	59
171	55	Detectable Warning Surface Tile-Imbedded	SF	59
172	56	Colorized Pavement Demarcation	SF	
173	57	Thermoplastic Pavement Markings - Stop Bar 24"	LF	
174	57	Thermoplastic Pavement Markings - Crosswalk Bar 12"	LF	
175	57	Thermoplastic Pavement Markings - Arrow	EA	
176	57	Thermoplastic Pavement Markings - Combo Arrow	EA	
177	57	Thermoplastic Pavement Markings - Bike Lane	EA	
178	58	Thermoplastic Pavement Striping - White or Yellow	LF	
179	60	Removal of Existing Pavement Striping	LF	
180	59	Pavement Striping - Temp Paint 4"	LF	
181	71	Grader with Operator	HR	
182	61	Roller/Compactor with Operator	HR	
183	62	Furnish and Place Topsoil	CY	57
184	62	Spreading Stockpiled Topsoil	CY	17
185	63	2" PVC Conduit Under Non-traffic Surface	LF	
186	63	2" PVC Conduit Under Roadway or Driveway	LF	
187	64	Junction Box, KYTC Type A	EA	
188	64	Junction Box, KYTC Type C	EA	
189	65	Pedestal Base for Pedestrian Pole	EA	
190	67	Ornamental Tree, 1-3/4" Caliper	EA	

191	67	Shade Tree, 1-3/4" Caliper	EA	
192	67	Mulch	CY	
193	B	Barricade-Type III	EA	
194	B	Portable Changeable Message Sign	EA	
195	B	Flagger	DAY	800
196	B	Temporary Signs	SF	
197	70	Bulb-out: Gutter Cover	LF	269
198	70	Bulb-out: Asphalt Repair	SF	179

59	Payment and Performance Bond Cost, required for Projects over \$50,000 5.0% Allowance of Total Project Cost* * See Special Conditions, Section 6, Payment for Cost of P&P Bonds
YES	Unspecified, Incidental Materials at Cost Plus 15% Overhead and Profit (To be submitted as Contract progresses and as needed) * See Special Conditions, Section 7, Payment for Unspecified Materials and Labor. Check if interested
NO	Unspecified, Incidental Labor at Direct Wages Plus Certified Overhead Plus 15% Profit (To be submitted as Contract progresses and as needed) * See Special Conditions, Section 7, Payment for Unspecified Materials and Labor. Check if interested
15K	Minimum Project Total For Which Contractor will consider the project. (See Special Conditions, Section 2, Contractors Performance)
\$5,000	Testing Allowance (provided by Owner at execution of individual Purchase Orders under this Contract).

Mobilization, Traffic Control (Maintenance of Traffic), Construction Staking and E&S Permitting will be paid on a sliding percentage scale for increments of the final price for Work, per the table below.

(For example, if the final total of Bid Item Prices for the work is \$24,000, Mobilization would be $(\$10,000 \times 15\%)$ plus $(\$10,000 \times 10\%)$ plus $(\$4,000 \times 5\%) = \$2,700$)

No additional compensation will be paid beyond a contract price of \$100,000. For example, the mobilization cost for a \$100,000 price of work will be identical to that for a \$110,000 price of work.

Applicability of Traffic Control, Construction Staking and E&S Permitting will be agreed upon individually for each Purchase Order.

Table of Incremental Costs for Mobilization and Additional Services

Increment Price for Work	(a) Mobilization Cost %	(b) Traffic Control Cost %	(c) Construction Staking Cost %	(d) E&S Permitting (SWPP etc). Cost %
\$0 - 10,000	15.0	7.5	7.5	5.0
\$10,000 - 20,000	10.0	4.5	4.5	0.5
\$20,000 - 30,000	5.0	3.0	3.0	0.5
\$30,000 - 50,000	5.0	2.5	2.5	0.5
\$50,000 - 75,000	5.0	2.5	2.5	0.5
\$75,000 - 100,000	4.0	2.0	2.0	0.5

Submitted by:

Durty Work Excavation

Firm

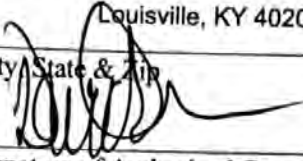
312 S 4th St, STE 700

Address

Louisville, KY 40202

City/State & Zip

Bid must be signed:
(original signature)



CEO

Signature of Authorized Company Representative - Title

David Durr

Representative/s Name (Typed or Printed)

513-335-2947

Area Code - Phone - Fax #

david@durtyworkexcavation.com

E-Mail Address

OFFICIAL ADDRESS:

(Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Durty Work Excavation
2. Permanent Place of Business: 312 S 4th St, STE 700, Louisville, KY 40202
3. When Organized: June, 2020
4. Where Incorporated: June, 2020
5. Construction Plant and Equipment Available for this Project:
2 Cat 304 mini excavators with multiple attachments
Cat 259 D3 skid steer with multiple attachments
Cat 315 excavator and larger if needed (Credit accounts with all major rental companies)
Irving materials, Harrods concrete, RJ Corman
Single axle and triaxle trucks if needed. Compaction equipment
(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Procurement within seven (7) calendar days following the bid opening.

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

SEE BONDABILITY LETTER (Surety)

Signed: _____ (Representative of Surety)

8. 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>
Fernhill Drive - drainage improvement	Louisville, KY	\$80,000
Flowervale drive DIP	Louisville, KY	\$120,000
Grand Vista drive DIP	Louisville, KY	\$85,000
Weymuth tree removal & flat bottom ditch	Louisville, KY	\$125,000
LFUCG Culvert Repair	Lexington, KY	\$35,000

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Lou MSD CMF downspout & drainage	Louisville, KY	\$58,000
Lou MSD main office parking lot	Louisville, KY	\$410,000

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Travis Gibson	Lexington Site Manager	1
David Durr	owner	5

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
We are one of the subcontractors on our current largest project. The total project is \$2.1M and prime is MBE. My 20% of the total contract is the only part that is non WBE or MBE			
S&M Precast	Storm	WBE	5%

(USE ADDITIONAL SHEETS IF NECESSARY)

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

Respectfully submitted:

Durty Work Excavation

(Name of Contracting Firm)

BY: David Durr

TITLE: owner

DATE 2/19/2025

6. LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of Work</u>
1. <u>Culvert and Bridge work</u>	Name: <u>A D E contracting</u> Address: <u>1044 Duncan Road Lawrenceburg KY 40342</u>	<u>yes</u>	<u>2</u>
2. <u>Surveying and staking</u>	Name: <u>Ayoroa Simmons</u> Address: <u>620 Euclid Avenue, Suite 300 Lexington KY 40502</u>	<u>yes</u>	<u>2</u>
3. <u>Material Transportation</u>	Name: <u>Warner Transportation</u> Address: <u>260 Mandalay Road, Lexington, KY 40504</u>	<u>yes</u>	<u>5</u>
4. <u>Large project assistance</u>	Name: <u>Hoeworx</u> Address: <u>PO box 455, Shepherdsville, KY 40165</u>	<u>Yes</u>	<u>2</u>
5. <u>Landscape materials</u>	Name: <u>Landscapers corner</u> Address: <u>1305 Old Frankfort Pike Lexington KY 40504</u>	<u>yes</u>	<u>2</u>
6. <u>Heavy civil work</u>	Name: <u>Allen Engineering</u> Address: <u>2509 Lenlake Court Lexington KY 40513</u>	<u>yes</u>	<u>2</u>
7. <u>Concrete and aggregate</u>	Name: <u>Irving Materials</u> Address: _____		
8. <u>Stormwater Conveyance</u>	Name: <u>Geco Enterprises</u> Address: _____	<u>yes</u>	<u>5</u>

(Attach additional sheet(s) if necessary.)



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Geco Enterprises 1224 E 4th St London, KY	DBE	Stormwater Conveyance Supply	Depends	10
2.				
3.				
4.				

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

Durty Work Excavation

David Durr

Company

Company Representative

2/19/2025

owner

Date

Title

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: _____ Date: _____
Project Name: _____ Project Number: _____
Contact Name: David Durr Telephone: _____
Email: david@durtyworkexcavation.com

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes No

If yes, indicate all certification type(s):

DBE

MBE

WBE

SBE

VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

Overflow Construction Services, Hoeworx

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Durty Work Etc
Company
2-20-25
Date

David Durr
Company Representative
owner
Title

4870-1925-6809, v. 1

8. **AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST**

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

1. 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);
2. 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 Invitation to Bid, designed to limit independent bidding or competition;
3. 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;
4. 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;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky _____. Check the statement applicable.
6. This offer is for 60 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, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. 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.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: David Durr

POSITION/TITLE: Owner/CEO

STATEMENT OF EXPERIENCE: Business owner for 5 years, engaging in most areas of civil work. Previously a superintendent for a large company, performing similar work

NAME OF INDIVIDUAL: Travis Gibson

POSITION/TITLE: Foreman/Site manager

STATEMENT OF EXPERIENCE: Foreman in charge of storm, sewer, water, other utility installs in new subdivisions, as well as demo and redevelopment

NAME OF INDIVIDUAL: Travis Davenport

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: Superintendent on many large scale civil projects expert in areas such as compaction, stabilization, unique and challenging situations

NAME OF INDIVIDUAL: Hayley Durr

POSITION/TITLE: office manager

STATEMENT OF EXPERIENCE: years of organization and HR experience

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the

benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

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

Bidders

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

Signature

Durty Work Excavation

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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

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

11. **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of Durty Work Excavation

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.

14. DEBARRED FIRMS

PROJECT NAME: _____

BID NUMBER: _____

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

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

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of _____ has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

Dumby Work Excavation
Name of Firm Submitting Bid

[Signature]
Signature of Authorized Official

owner
Title

2/20/25
Date

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: Durphy Work Excavation

Project: _____

Printed Name and Title of Authorized Representative: David Pen

Signature: 

Date: 2-20-25

END OF SECTION

October 3, 2024

To Whom It May Concern:

Re: **Durty Work Excavation
Bonding Capacity**

This letter is intended to confirm that Capitol Indemnity Corporation and/or Platte River Insurance Company, a member company of Alleghany Corporation operating under CapSpecialty, is the surety for **Durty Work Excavation**. Capitol Indemnity Corporation, Platte River Insurance Company and its affiliates, are rated "A (Excellent)" by A.M. Best and are listed in the U.S. Treasury Department acceptance report.

Durty Work Excavation is currently an account in good standing and we would be willing to consider single jobs up to \$400,000 (under a \$500,000 aggregate program) as required for the RFP, subject to our normal underwriting requirements being met at the time a bond is needed. Jobs outside of those limits may also be considered under our underwriting guidelines.

Please note that the decision to issue performance and payment bonds is a matter **Durty Work Excavation** and Capitol Indemnity Corporation and/or Platte River Insurance Company and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms, project financing and financial condition of the account. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Thomas J Lincoln

**Thomas J. Lincoln
Attorney-In-Fact
Senior Assistant Underwriter
CapSpecialty
Capitol Indemnity Corporation
Platte River Insurance Company**

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

N/A

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----THOMAS J. LINCOLN-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

“**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,

Todd Burrick
Chief Underwriting Officer



CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 3rd day of October, 2024



Suzanne M. Broadbent
Secretary