

# Bid 67-2023 Addendum 2 Connhurst, LLC Connhurst, LLC Supplier Response

### **Event Information**

Number: Bid 67-2023 Addendum 2

Title: Lyon Drive Stormwater Improvements

Type: Competitive Bid

Issue Date: 7/13/2023

Deadline: 8/3/2023 02:00 PM (ET)

### **Contact Information**

Contact: Brian Marcum

Address: Central Purchasing

**Government Center Building** 

200 East Main Street Lexington, KY 40507

Phone: (859) 2583320 Fax: (859) 2583322

Email: brianm@lexingtonky.gov

Page 1 of 5 pages Vendor: Connhurst, LLC Bid 67-2023 Addendum 2

# Connhurst, LLC Information

Contact: David Terence Bailey Address: 879 Wilson Run Rd

Wallingford, KY 40360

Phone: (606) 336-4224

Email: tbailey.connhurst@windstream.net

Web Address: None

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

David Bailey	tbailey.connhurst@windstream.net
Signature	Email
Submitted at 8/3/2023 07:15:30 AM (ET)	

### Response Attachments

Bid Bond\_0008.pdf

Bid Bond

Addendums\_0006.pdf

Addendums

Projects, Personnel, Equipment\_0007.pdf

Other attachments

Lyon Drive Stormwater Improvements FORM OF PROPOSAL.pdf

Bid Proposal

### **Bid Lines**

1	Mobilization					
	Quantity: 1	UOM: LS	Price:	\$109,000.00	Total:	\$109,000.00
2	Demobilization	l				
	Quantity: 1	UOM: LS	Price:	\$5,000.00	Total:	\$5,000.00
3	Traffic Control					
	Quantity: 1	UOM: LS	Price:	\$16,000.00	Total:	\$16,000.00
4	Erosion and So	ediment Control (Silt Fence, Inlet Prote	ction) Includir	ig SWPPP		
	Quantity: 1	UOM: LS	Price:	\$28,000.00	Total:	\$28,000.00
5	Clearing and G	Grubbing				
	Quantity: 1	UOM: LS	Price:	\$7,500.00	Total:	\$7,500.00
6	Construction S	Staking				
	Quantity: 1	LIOM: IS	Price:	\$25,000.00	Total:	\$25,000.00

7	Utility Relocation Allowance				
	Quantity: 1 UOM: LS	Price:	\$15,000.00	Total:	\$15,000.00
8	2160 Ft. Harrods Improvements to Include Clearing	Brush, Trees	s, Site Grading, and	Seeding	9
	Quantity: 1 UOM: LS	Price:	\$50,000.00	Total:	\$50,000.00
9	Fort Harrod Detention Basin Outlet Structure, Furni	sh and Install	, Including Trash Ra	acks and	d Grating, Complete
	Quantity: 1 UOM: LS	Price:	\$14,000.00	Total:	\$14,000.00
1	Fort Harrod Detention Basin Seeding				
0	Quantity: 1 UOM: LS	Price:	\$22,000.00	Total:	\$22,000.00
1	Fort Harrod Detention Basin Excavation for Addition	nal Storage			
1	Quantity: 2000 UOM: CY	Price:	\$20.00	Total:	\$40,000.00
1	Sod All Disturbed Areas				
2	Quantity: 1 UOM: LS	Price:	\$48,000.00	Total:	\$48,000.00
1	Remove Existing Brick Wall and Install New Brick V	Vall to Match	Existing, Including E	Excavation	on, Forming, and
3	Regrade, Unclassified Excavation, Complete	_	<b></b>		<b></b>
	Quantity: 1 UOM: LS	Price:	\$13,250.00	Total:	\$13,250.00
1	Remove Existing Modular Block CMU Wall and Inst Detail, Complete	tall New Block	Wall to Match Exis	ting per	Manufacturer's
	Quantity: 1 UOM: LS	Price:	\$13,250.00	Total:	\$13,250.00
1	Remove Headwalls and Inlet Structures, Complete				
5	Quantity: 12 UOM: EA	Unit Price:	\$1,325.00	Total:	\$15,900.00
1	Remove Asphalt Pavement, Complete				
6	Quantity: 1880 UOM: SY	Price:	\$15.65	Total:	\$29,422.00
1	Remove Concrete Pavement, Complete				
7	Quantity: 200 UOM: SY	Price:	\$25.25	Total:	\$5,050.00
1	Remove Concrete Curb and Gutter, Complete				
8	Quantity: 600 UOM: LF	Price:	\$12.00	Total:	\$7,200.00
1	Safe Load Pipe, as Shown on Plans, Including Bulk	cheading Pipe	s as Needed, Comp	olete	
9	Quantity: 60 UOM: CY	Price:	\$350.00	Total:	\$21,000.00
2 0	Safe Load Existing Storm Sewer Manhole				
0	Quantity: 4 UOM: EA	Price:	\$1,000.00	Total:	\$4,000.00
2	Furnish and Install 5-Foot Diameter Storm Sewer M	/lanhole, All D	epths, Including Fra	ame and	Cover, Unclassified
1	Excavation, Complete		<b>A.</b>		
	Quantity: 1 UOM: EA	Price:	\$8.000.00	Total:	\$8.000.00

2 2								
	Quantity: 10 UOM: EA	Price:	\$8,300.00	Total:	\$83,000.00			
2 3	Furnish and Install Curb Box Inlet Type B, Unclassifie	d Excavati	on, Complete					
3	Quantity: 2 UOM: EA	Price:	\$7,300.00	Total:	\$14,600.00			
2	Furnish and Install 36-Inch Skewed Headwall, Unclas	sified Exca	avation, Complete					
4	Quantity: 1 UOM: EA	Price:	\$5,350.00	Total:	\$5,350.00			
2 5	15-Inch RCP Pipe, Furnishing, Trenching, Bedding, L. Fittings and Any Additional Fill Required for Regrade,				ed Stone, Including			
	Quantity: 35 UOM: LF	Price:	\$200.00	Total:	\$7,000.00			
26	24-Inch RCP Pipe, Furnishing, Trenching, Bedding, L. Fittings and Any Additional Fill Required for Regrade,	, 0	0.		ed Stone, Including			
	Quantity: 40 UOM: LF	Price:	\$222.00	Total:	\$8,880.00			
2 7	30-Inch RCP Pipe, Furnishing, Trenching, Bedding, L. Fittings and Any Additional Fill Required for Regrade,				ed Stone, Including			
	Quantity: 375 UOM: LF	Price:	\$228.00	Total:	\$85,500.00			
28	36-Inch RCP Pipe, Furnishing, Trenching, Bedding, L. Fittings and Any Additional Fill Required for Regrade,				ed Stone, Including			
	Quantity: 835 UOM: EA	Price:	\$370.00	Total:	\$308,950.00			
2 9	"Furnish and Install 12-Foot x 30-Foot Dura-Built Gara Installation of Internal Shelving, Light Fixtures, Outlets Conditions, Including Temporary Relocation of Existin Complete"	s, and Elec	trical Components N		0			
	Quantity: 1 UOM: EA	Price:	\$35,000.00	Total:	\$35,000.00			
3	New Dumpster Concrete Pad, Enclosure, Screening, Including Providing Temporary Relocation of Dumpster		•		ster Service Guide.			
	Quantity: 2 UOM: EA	Price:	\$33,000.00	Total:	\$66,000.00			
3	6-Foot Wood Privacy Fence, per Detail							
1	Quantity: 280 UOM: LF	Price:	\$78.00	Total:	\$21,840.00			
3 2	4-Foot Wood Plank Fence, per LFUCG Detail							
2	Quantity: 290 UOM: LF	Price:	\$72.00	Total:	\$20,880.00			
3	Remove and Install Rod Iron Fence to Match Existing	, Complete	)					
3	Quantity: 30 UOM: LF	Price:	\$200.00	Total:	\$6,000.00			
3 4	Brick Column in Rod Iron Fence, to Match Existing, C	omplete						
				_				

3 5	Concrete Entrance Pavement, Forming, Including Aggregate Base, Seeding, Fertilizing, Mulching, Regrade, Furnish, and Install, Unclassified Excavation, Complete						
	Quantity:         100         UOM:         SY         Price:         \$112.00         Total:         \$11,200.00						
3	Furnish and Install Concrete Paved Ditch, Trapezoidal Shape, 2-Foot Bottom, 2H:1V Side Slope, 1-Foot Depth, per LFUCG Detail, Including Excavation, per LFUCG Standard Detail, Complete						
	Quantity:         55         UOM:         CY         Price:         \$872.00         Total:         \$47,960.00						
3 7	Concrete Sidewalk 4 Feet Wide x 4.5 Inches Thick, Forming, Including Aggregate Base, Seeding, Fertilizing, Mulching, Regrade, Furnish and Install, Unclassified Excavation, per LFUCG Standard Detail, Complete						
	Quantity:         75         UOM:         SY         Price:         \$100.00         Total:         \$7,500.00						
3	Curb and Gutter, Furnish and Install, Type 1, per LFUCG Standard Detail, Complete						
8	Quantity:         600         UOM:         LF         Price:         \$101.00         Total:         \$60,600.00						
3	Class 1, Bituminous Surface, Full Width Replacement, 2-Inch Thickness						
9	Quantity: 235         UOM: TN         Price: \$300.00         Total: \$70,500.00						
4	Class 1, Bituminous Base, Trench Width, 6-Inch Thickness						
0	Quantity:         80         UOM:         TN         Price:         \$200.00         Total:         \$16,000.00						
4	"6-Inch C900 (SDR 21) PVC Pipe, Furnished, Trenching, Bedding, Laying, Backfilling, Ductile Iron, Mechanical Joint Fittings and Copper Tracer Wire, Unclassified Excavation, Complete (if needed)"						
	Quantity:         50         UOM:         LF         Price:         \$125.00         Total:         \$6,250.00						
4 2	6-Inch Mechanical Joint Resilient Seated Gate Valve and Box, Including Concrete Valve Box Collar, Complete (if needed)						
	Quantity:         1         UOM:         EA         Price:         \$2,650.00         Total:         \$2,650.00						
4	Tie-in to Private 6-Inch Water Line, Complete (if needed)						
3	Quantity:         1         UOM:         EA         Price:         \$4,000.00         Total:         \$4,000.00						
4 4	Remove and Reinstall USPS Cluster Box Unit per USPS Builders and Developer Information Packet for the Use and Installation of Cluster Box Units, Including Temporary Relocation During Construction, Complete						
	Quantity:         1         UOM:         EA         Price:         \$5,000.00         Total:         \$5,000.00						

**Response Total:** \$1,393,232.00



TODD SLATIN DIRECTOR CENTRAL PURCHASING

### ADDENDUM #1

Bid Number: #67-2023 Date: July 27, 2023

Subject: Lyon Drive Stormwater Improvements

Address inquiries to:
Brian Marcum

brianm@lexingtonky.gov

(859) 258-3325

### TO ALL PROSPECTIVE SUBMITTERS:

Please see attached pre-bid meeting summary

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

### 1. GENERAL QUESTIONS

	Questions	Answers
1.	Question from the Prebid meeting. Will there be a rock allowance on this project?	No rock soundings were drilled for the site during the design. All excavation is considered Unclassified excavation
2.	Question from the Prebid meeting. What kind of fencing will be required around open areas during construction?	LFUCG stated that Chain-link fence will be required around any open excavation areas during construction.  Orange construction fencing will be allowed around other areas as needed (See specification section 01560)
3.	Question from the Prebid meeting. Are there any working hour restrictions?	Works hours are established in the specifications. Contractor must follow all noise ordinances. Working on weekends will be considered if needed and coordination would need to be had in advance between the contractor and LFUCG inspectors.
4	Is a site visit needed to bid the job?	Although not mandatory all Contractors interested in bidding the project are highly encouraged to do a site visit to understand site conditions
5	Will CPP (Corrugated Plastic Pipe HDPE OR POLYPROPELNE) be allowable material for Storm Pipe on this project?	Yes, Per the specifications (section 02632) CPP will be allowed up to 36". Attached is the section for Guidance on installation.





TODD SLATIN DIRECTOR CENTRAL PURCHASING

### 2. SPECIFICATION

None

3. DRAWINGS

None

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: CONNELWS+ LLC.

ADDRESS: 879 Wilson Run Ed. Wallingford Ky 41093

SIGNATURE OF BIDDER: Tuelde R Com V.A

### Attachments:

- 1. Pre bid Meeting Summary
- 2. Pre bid Meeting Roster
- 3. Spec. Section 01560 Barriers
- 4. Spec. Section 02632 Stormwater Pipe





# Bid 67-2023 Addendum 2 Connhurst, LLC Connhurst, LLC Supplier Response

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Contact: Brian Marcum

Address: Central Purchasing

Government Center Building

200 East Main Street Lexington, KY 40507

Phone: (859) 2583320

Fax: (859) 2583322

Email: brianm@lexingtonky.gov

Fuddid R Com, v.P. Rec. 8-1-23

### **BID BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### CONTRACTOR:

(Name, legal status and address)

ConnHurst, LLC

3534 State Highway 1626

Olive Hill, KY 41164

### SURETY:

(Name, legal status and principal place of business):

Old Republic Insurance Company

300 E. Business Way, Suite 200

Cincinnati, OH 45241

### OWNER:

(Name, legal status and address)

Lexington Fayette Urban County Government

Division of Water

200 East Main Street

Lexington, KY 40507

BOND AMOUNT: \$ Five percent (5%) of amount bid

#### PROJECT:

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

Lyon Drive Stormwater Improvements

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

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

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

Signed and sealed this 3rd day of August		
Do Q	ConnHurst, LLC Juddi R Gru	
(Withess)	(Principal)	(Seal)
Malt	(Title) Old Republic Insurance Company	
(Witness) Thomas H. Bortoms, Jr.	(Surety) Manda Colley  (Attorney-in-Fact) Amanda Colley	(Seal)



#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

CLARENCE C. MASSEY, THOMAS H. BOTTOMS JR, AMANDA COLLEY of HUNTINGTON, WV

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

2016		ECOMPANY ha	s caused these presents to be			eal to
Karen J. Har	Gur		OLD REF	Ma 1	JANCE COMPANY	
Assistant Secretal STATE OF WISCONSIN, COUNTY	OF WAUKESHA - SS		Sene 128 2	Vice F	<sup>2</sup> resident	N.F.S.
On this 28th day of	September	2022	, personally came before me,		Alan Pavlic	
and Karen J. Ha	ffner		own to be the individuals and o		D REPUBLIC INSURANCE	
COMPANY who executed the above and say: that they are the said officer corporate seal and their signatures as organization.	s of the corporation afor	esaid, and that th	e seal affixed to the above inst cribed to the said instrument by	trument is the sea the authority of t	al of the corporation, and that	
		PUBLIC			Notary Public	
		OF WIRCO	My Com	mission Expires:	September 28, 2026	-
CEDTIFICATE			(Expiration of notary	's commission	does not invalidate this ins	trumer

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force

27-0377

ORSC 11008 (6-93)

Signed and sealed at the City of Brookfield, WI this

2023

PEOPLES INS AGENCY INC



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/20/2023

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	Samuel Control of Samuel	CONTACT Tom Bottoms	
Peoples In 101 Fifth	surance Agency, LLC	PHONE (A/C, No. Ext): 304-528-2478 FAX (A/C, No): 304-5	522-6563
Huntington, WV 25701	E-MAIL ADDRESS: tbottoms@pebo.com		
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A : Phoenix Insurance Co	25623
INSURED ConnHurs	, LLC	INSURER B: Travelers Property Casualty Co of America	19 A A2015
	Hwy 1626	INSURER C: KY Assoc General Contractors	
Olive Hill,	KY 41164-8832	INSURER D: Westchester Surplus Lines Ins Co	10172
		INSURER E :	1,1
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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 SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	✓ COMMERCIAL GENERAL LIABILITY	1000000	CO3W710333	03/13/2023	03/13/2024	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE ✓ OCCUR			1000		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
						MED EXP (Any one person)	5	10,000
						PERSONAL & ADV INJURY	5	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
	POLICY ✓ PRO- JECT ✓ LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						S	
Α	AUTOMOBILE LIABILITY		BA3W710879	03/13/2023	03/13/2024	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	✓ ANY AUTO				/ - 1	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS				N 16	BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
							\$	
Α	✓ UMBRELLA LIAB ✓ OCCUR		CUP3W711655	03/13/2023	03/13/2024	EACH OCCURRENCE	s	5,000,000
	EXCESS LIAB CLAIMS-MAD	E				AGGREGATE	5	5,000,000
	DED RETENTION \$						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		019237	01/01/2023	01/01/2024	✓ PER OTH-		
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$	4,500,000
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	J N/A		4		E.L. DISEASE - EA EMPLOYEE	\$	4,500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	4,500,000
В	Installation Floater		CO3W710333	03/13/2023	03/13/2024	Limit		\$500,000
В	Leased or Rented Equipment		CO3W710333	03/13/2023	03/13/2024	Limit		\$300,000
D	Pollution Liability		PA12104703	06/08/2023	06/08/2024	Limit		\$1,000,000

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

Evidence of insurance. Umbrella is follow form over the underlying general liability, auto liability and employers liability coverages. Pollution liability lmiits are \$1 million each incident / \$2 million aggregate - occurrence form.

CERTIFICATE HOLDER
--------------------

Lexington Fayette Urban County Government Division of Water 200 East Main Street Lexington, KY 40507 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

CANCELLATION

THHRE

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TODD SLATIN DIRECTOR CENTRAL PURCHASING

### ADDENDUM #1

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Subject: Lyon Drive Stormwater Improvements

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brianm@lexingtonky.gov

(859) 258-3325

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4	Is a site visit needed to bid the job?	Although not mandatory all Contractors interested in bidding the project are highly encouraged to do a site visit to understand site conditions
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TODD SLATIN DIRECTOR CENTRAL PURCHASING

### 2. SPECIFICATION

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3. DRAWINGS

None

Todd Slatin, Director Division of Central Purchasing

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ADDRESS: 879 Wilson Run Ed. Wallingford Ky 41093

SIGNATURE OF BIDDER: Tuelde R Com V.A

### Attachments:

- 1. Pre bid Meeting Summary
- 2. Pre bid Meeting Roster
- 3. Spec. Section 01560 Barriers
- 4. Spec. Section 02632 Stormwater Pipe





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200 East Main Street Lexington, KY 40507

Phone: (859) 2583320

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Fuddid R Com, v.P. Rec. 8-1-23

# PART 3

## FORM OF PROPOSAL

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# PART III Invitation to Bid No. 67-2023

### LYON DRIVE STORMWATER IMPROVEMENTS

### 1. FORM OF PROPOSAL

		Place:	Lexington, Kentucky	
		Date:	August 3, 2023	
The follo	owing Form of Proposal shal	l be followed exactly	in submitting a proposal for this Work.	
This Pro	posal Submitted by	Connhurst, LLC		
	879 Wilson Run Road, Wa	llingford KY 41093		
	(	Name and Address of	f Bidding Contractor)	
	fter called "Bidder"), or ucky, doing business a		ng under the laws of the State	of
			ership", or an "individual" as applicable	
To:	Lexington-Fayette Ur (Hereinafter called "C Office of the Director 200 East Main Street,	OWNER") of Purchasing 3rd Floor	<u>nent</u>	
	Lexington, KY 4050	/		

### Gentlemen:

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

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:
--

Addendum No. 1	_Date _	7/27/23
Addendum No. 2	_Date _	8/01/23
Addendum No	_Date _	
Addendum No	Date	

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

# 2. <u>LEGAL STATUS OF BIDDER</u>

Bidder	Connhurst, LLC
Date _	August 3, 2023
* 1.	A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Freddie Conn, bearing the official title ofVice President, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.
* 2.	A Partnership, all of the members of which, with addresses are: (Designate general partners as such)
* 3.	An individual, whose signature is affixed to this Bid/Proposal (please print name)
	*(The Didder shall fill out the appropriate forms and strills out the other tree)
	*(The Bidder shall fill out the appropriate form and strike out the other two.)

# 3. <u>BIDDERS AFFIDAVIT</u>

1,	His/her name is V:ce President and he/she is the individual submitting the bid or is the authorized representative of
	(hereinafter referred to as "Bidder").
2.	Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3.	Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4.	Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5.	Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6.	Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
7.	Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
	Further, Affiant sayeth naught.
	Freddo R Com V.P.
	(Affiant)
TATE OF	Kentucky
OUNTY O	F Carter
ha faragain	a instrument was subsarihad swam to and calmovaled and before ma by
	g instrument was subscribed, sworn to and acknowledged before me by
freddi	e R. Corn on this the 3rd day of August , 20 Z3
ly Commis	sion expires: $0.3-10-27$
	$\bigcap$ $\bigcap$ $\bigcap$ $\bigcap$

### 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.

All pricing must be submitted correctly in Ionwave to reflect the correct total of your bid. Contractors are responsible for this if items are entered incorrectly your bid will be rejected. Please pay close attention to how the units are specified and enter the unit amounts. Ionwave will calculate the totals and the total bid amount.

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

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

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

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX QTY.	UNIT PRICE WITH WRITTEN DESCRIPTION	TOTAL
1	Mobilization	LS	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
2	Demobilization	LS	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
3	Traffic Control	LS	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
4	Erosion and Sediment Control (Silt Fence, Inlet Protection) Including SWPPP	LS	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
5	Clearing and Grubbing	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
6	Construction Staking	LS	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX QTY.	UNIT PRICE WITH WRITTEN DESCRIPTION	TOTAL
7	Utility Relocation Allowance	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
8	2160 Ft. Harrods Improvements to Include Clearing Brush, Trees, Site Grading, and Seeding	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
9	Fort Harrod Detention Basin Outlet Structure, Furnish and Install, Including Trash Racks and Grating, Complete	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
10	Fort Harrod Detention Basin Seeding	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
11	Fort Harrod Detention Basin Excavation for Additional Storage	C.Y.	2,000	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
12	Sod All Disturbed Areas	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
13	Remove Existing Brick Wall and Install New Brick Wall to Match Existing, Including Excavation, Forming, and Regrade, Unclassified Excavation, Complete	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
14	Remove Existing Modular Block CMU Wall and Install New Block Wall to Match Existing per Manufacturer's Detail, Complete	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
15	Remove Headwalls and Inlet Structures, Complete	Each	12	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
16	Remove Asphalt Pavement, Complete	S.Y.	1,880	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
17	Remove Concrete Pavement, Complete	S.Y.	200	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX QTY.	UNIT PRICE WITH WRITTEN DESCRIPTION	TOTAL
18	Remove Concrete Curb and Gutter, Complete	L.F.	600	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
19	Safe Load Pipe, as Shown on Plans, Including Bulkheading Pipes as Needed, Complete	C.Y.	60	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
20	Safe Load Existing Storm Sewer Manhole	Each	4	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
21	Furnish and Install 5-Foot Diameter Storm Sewer Manhole, All Depths, Including Frame and Cover, Unclassified Excavation, Complete	Each	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
22	Furnish and Install 6-Foot Diameter Storm Sewer Manhole, All Depths, Including Frame and Cover, Unclassified Excavation, Complete	Each	10	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
23	Furnish and Install Curb Box Inlet Type B, Unclassified Excavation, Complete	Each	2	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
24	Furnish and Install 36-Inch Skewed Headwall, Unclassified Excavation, Complete	Each	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
25	15-Inch RCP Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Full Depth Crushed Stone, Including Fittings and Any Additional Fill Required for Regrade, Unclassified Excavation, Complete	L.F.	35	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
26	24-Inch RCP Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Full Depth Crushed Stone, Including Fittings and Any Additional Fill Required for Regrade, Unclassified Excavation, Complete	L.F.	40	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX QTY.	UNIT PRICE WITH WRITTEN DESCRIPTION	TOTAL
27	30-Inch RCP Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Full Depth Crushed Stone, Including Fittings and Any Additional Fill Required for Regrade, Unclassified Excavation, Complete	L.F.	375	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
28	36-Inch RCP Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Full Depth Crushed Stone, Including Fittings and Any Additional Fill Required for Regrade, Unclassified Excavation, Complete	Each	835	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
29	Furnish and Install 12-Foot x 30-Foot Dura-Built Garage/Shed, Including Installation of Internal Shelving, Light Fixtures, Outlets, and Electrical Components Needed to Match Existing Conditions, Including Temporary Relocation of Existing Garage/Shed, Disposal of Existing Garage/Shed, Complete	Each	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
30	New Dumpster Concrete Pad, Enclosure, Screening, Gate, and Bollard per LFUCG's Dumpster Service Guide. Including Providing Temporary Relocation of Dumpster for Residents During Construction.	Each	2	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
31	6-Foot Wood Privacy Fence, per Detail	L.F.	280	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
32	4-Foot Wood Plank Fence, per LFUCG Detail	L.F.	290	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
33	Remove and Install Rod Iron Fence to Match Existing, Complete	L.F.	30	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX QTY.	UNIT PRICE WITH WRITTEN DESCRIPTION	TOTAL
34	Brick Column in Rod Iron Fence, to Match Existing, Complete	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
35	Concrete Entrance Pavement, Forming, Including Aggregate Base, Seeding, Fertilizing, Mulching, Regrade, Furnish, and Install, Unclassified Excavation, Complete	S.Y.	100	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
36	Furnish and Install Concrete Paved Ditch, Trapezoidal Shape, 2-Foot Bottom, 2H:1V Side Slope, 1-Foot Depth, per LFUCG Detail, Including Excavation, per LFUCG Standard Detail, Complete	C.Y.	55	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
37	Concrete Sidewalk 4 Feet Wide x 4.5 Inches Thick, Forming, Including Aggregate Base, Seeding, Fertilizing, Mulching, Regrade, Furnish and Install, Unclassified Excavation, per LFUCG Standard Detail, Complete	S.Y.	75	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
38	Curb and Gutter, Furnish and Install, Type 1, per LFUCG Standard Detail, Complete	L.F.	600	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
39	Class 1, Bituminous Surface, Full Width Replacement, 2-Inch Thickness	Tons	235	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
40	Class 1, Bituminous Base, Trench Width, 6-Inch Thickness	Tons	80	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
41	6-Inch C900 (SDR 21) PVC Pipe, Furnished, Trenching, Bedding, Laying, Backfilling, Ductile Iron, Mechanical Joint Fittings and Copper Tracer Wire, Unclassified Excavation, Complete (if needed)	L.F.	50	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX QTY.	UNIT PRICE WITH WRITTEN DESCRIPTION	TOTAL	
42	6-Inch Mechanical Joint Resilient Seated Gate Valve and Box, Including Concrete Valve Box Collar, Complete (if needed)	Each	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE	
43	Tie-in to Private 6-Inch Water Line, Complete (if needed)	Each	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE	
44	Remove and Reinstall USPS Cluster Box Unit per USPS Builders and Developer Information Packet for the Use and Installation of Cluster Box Units, Including Temporary Relocation During Construction, Complete	Each	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE	
TOTA	TOTAL BASE BID (Items 1 thru 44)					
TOTA	L BID AMOUNT					

TOTAL OF ALL BID PRICES FOR <b>Lyon Drive Stormwater Improvements</b> (Items 1 through 44) in words and figures. In case of discrepancy, the amount shown in words will govern.	
(\$	).

CONNHURST, LLC.	
Firm	
879 Wilson Run Rd.	
Address	
Wallingford, Ky 410	93
City, State & Zip	
Freddie R Com	V.P.
Signature of Authorized Compan	y Representative – Title
Freddie R. Com	, V.P.
Representative/s Name (Typed or Printed)	
606-286-0387	606-286-6263
Area Code – Phone – Extension	Fax #
Comburst@hotmail.	ionu
E-Mail Address	
	Address  Wallingford, Ky H10  City, State & Zip  Signature of Authorized Compan  Freddie R. Comm  Representative/s Name (Typed or Printed)  606-286-0387  Area Code-Phone-Extension  Construct a hotmail.

**OFFICIAL ADDRESS:** 

879 Wilson Run Rd.

Walling Gord, Ky 41093

(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: CONNHURST, LLC. 1. Name of Bidder: Permanent Place of Business: 879 Wilson Run Rd., Wallingford ky 41093 2. 8-14-06 3. When Organized: 4. Where Incorporated: 5. Construction Plant and Equipment Available for this Project: See Attached (Attach Separate Sheet If Necessary) 6. Financial Condition: If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening. 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by: Old Republic Insurance Company (Surety) (Representative of Surety) Signed:

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

<u>NAME</u>	<b>LOCATION</b>	CONTRACT SUM
Water's Edge Sewer Separation	\$3,018,562.00	
East 18" Interceptor Sewer, I	Mt. Washington, KY	\$1,373,335.00
Village Drive Sewer Project, E	lizabethtown, KY	\$2,291,320.33
Meadows-Northland-Arlingt	on, LFUCG	\$997,110.36
LaGrange North Interceptor.	La Grange, KY	\$1,672,490.70

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

<u>NAME</u>	<b>LOCATION</b>	CONTRACT SUM
<b>Boyd County Contract 2110</b>	56, Ashland, KY	\$7,404,038.70
West Hickman Trunk E, LF	UCG	\$8,147,353.00
Campton Tank Replacement	Project, Campton, KY	\$649,700.00
<b>Buck Mobley Pump Station I</b>	mprovements, Sandy Hook, KY	\$255,950.00

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

NAME	POSITION DESCRIPTION	NO. OF YEARS WITH BIDDER
Scott Weaver	Foreman	15
<b>Bobby Weaver</b>	Foreman, Driver	15
Tim Medwid	Foreman	8
Kvle Crouch	Foreman	3

## See Additional Attached

11. DBE Participation on current bonded projects under contract:

SUBCONTRACTORS (LIST)	PROJECT (SPECIFIC TYPE)	<u>DBE</u>	% of WORK
GECO	West Hickman Trunk E Sewer	Yes WBE	10%
GECO	Walker Const/Boyd Co Sewer & Water	Yes WBE	10%

### (USE ADDITIONAL SHEETS IF NECESSARY)

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

### 6. <u>LIST OF PROPOSED SUBCONTRACTORS</u>

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.

M/ bit	AJOR ITEM Such as: Grading, uminous paving, concrete, seeding and etection, construction staking, etc.	SUBCONTRACTOR	<u>DBE</u> <u>Yes/No</u>	% of Work
1	Bituminous Paving	Name: ATS Construction	No	7.4%
		Address: Lexington, KY 40509		
2	Sod, Seed and Strawing	Name: Somethin Bloomin	Yes	4%
		Address: Lexington, KY 40503		
3	Material Supplier	Name: Geco Enterprises	Yes	6%
		Address:		
4. <sub>-</sub>		Name:		_
		Address:		
5		Name:		_
		Address:		
6		Name:		_
		Address:		
7		Name:		_
		Address:		

(Attach additional sheet(s) if necessary.)

# 7. Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

### A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.

### B. PROCEDURES

- The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

### C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service-disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.

### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor/supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email, or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses
  not rejecting them as unqualified without sound reasons based on a thorough investigation
  of their capabilities. Any rejection should be so noted in writing with a description as to
  why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

- p. Made efforts to expand the search for MWDBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonably good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.



### MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women 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 the city council adopted and implemented Resolution 484-2017–A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service-Disabled Veteran-Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <a href="https://lexingtonky.diversitycompliance.com/">https://lexingtonky.diversitycompliance.com/</a>

We have compiled the list below to help you locate certified DBE, MBE, WBE and VOSB certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



# LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #\_Bid No. 67-2023

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Somethin Bloomin 1045 Higbee Hill Road Lexington, KY 40503 (859) 536-7548	WBE	Sodding, seeding Straw and Tree Removal	Aprox. \$55,000.00	4%
2. Geco Enterprises Inc. P.O. Box 463 London, KY 40743 (606) 862-2210 gigi.bacon@windstream.ne	WBE	Material Supplier	Aprox. \$84,000.00	6%
3.				
4.				

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

Connhurst, LCC	Freddie Conn
Company	Company Representative
August 3, 2023	Vice President
Date	Title



# LFUCG MWDBE SUBSTITUTION FORM 67-2023 Bid/RFP/Quote Reference # Bid No.

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

MWDBE Company Co	WDBE Formally ontracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
Name, Address, Phone, Email	Address, Phone,	renonned	Substitution		Contract
Email	Email			WOIK	
	Eman				
11.					
2.					
3.					
J.					
<u> </u>					
4.					

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

Company	Company Representative
Date	Title

No substitution at this time

P-24



MWDBE QUOTE SUMMARY	FORM	67-2023
Bid/RFP/Quote Reference #	Bid No.	07-2023

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name Connhurst, LLC	Contact Person Freddie R. Conn
Address/Phone/Email 879 Wilson Run Rd. Wallingford, KY 41023 connhurst@hotmail.com 606-286-0387	Bid Package / Bid Date  August 3, 2023

MWDBE Company Addres	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc.)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Geco Enterprises	Gigi Bacon	606-862 2210	8-1-23	Material Supplier	phone	≈ \$84,000.00	WBE	
Somethin Bloomin	Cindy England	859-536 7568	8-1-23	Seed,straw Sod & Trees	phone	≈\$55,000.00	WBE	

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/NA= Native American)

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

Connhurst, LCC	Freddie Conn
Company	Company Representative
August 3, 2023	Vice President
Date	Title

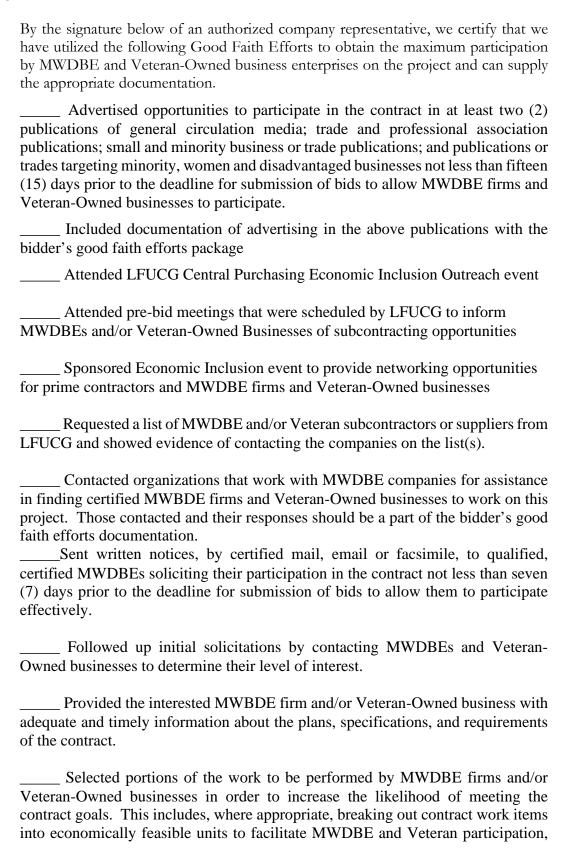


#### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote		67-2023								
Total Contract A	mount Award	ded to Prime	Contrac	tor f	or this Proj	ect				
Project Name/ Contract #  Company Name:  Federal Tax ID:				Wo	rk Period/	From:		To:		
				Ado	dress:					
				Con	ntact Persor	1:				
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contra Awarde to Prim for this Project	ed ne	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date		
By the signature be of the representation prosecution under a	ns set forth belo	ow is true. Any	misrepres	senta	tions may res	sult in the termina	ition of the co			
Company			(	Comp	oany Repres	entative				
Date			- 7	Γitle						

# LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote #\_Bid No.\_\_\_\_\_



Date		Title
Company		Company Representative
	of the contract and/or be subject t	on is accurate. Any misrepresentations may result to applicable Federal and State laws concerning
	cause for rejection of bid. Bidde relevant to this requirement wh	the documentation requested in this section may be ers may include any other documentation deemed tich is subject to approval by the MBE Liaison. Efforts must be submitted with the Bid, if the
	<del>-</del>	e that the bidder submits which may show that the d faith efforts to include MWDBE and Veteran
	Made efforts to expand the businesses beyond the usual geographics.	he search for MWBE firms and Veteran-Owned graphic boundaries.
	Veteran-Owned businesses to ob	sistance to or refer interested MWDBE firms and tain the necessary equipment, supplies, materials, ify the work requirements of the bid proposal
	unacceptable. The fact that the lead to contract work with its own for rejecting a MWDBE and/or Versieus and the lead to the l	and reasons why the quotations were considered bidder has the ability and/or desire to perform the reces will not be considered a sound reason for steran-Owned business's quote. Nothing in this equire the bidder to accept unreasonable quotes in steran goals.
	firms and Veteran-Owned busin	of quotations received from interested MWDBE esses which were not used due to uncompetitive cceptable and/or copies of responses from firms e submitting a bid.
	businesses not rejecting them a thorough investigation of their controls.	with interested MWDBE firms and Veteran-Owned s unqualified without sound reasons based on a capabilities. Any rejection should be so noted in why an agreement could not be reached.
	even when the prime contractor own workforce	may otherwise perform these work items with its

Date

# 8. <u>AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND CONFLICT OF INTEREST</u>

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 of \_\_\_\_\_ 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:	
POSITION/TITLE:	
STATEMENT OF EXPERIENCE:	(See attached list)
NAME OF INDIVIDUAL:	
POSITION/TITLE:	
STATEMENT OF EXPERIENCE:	
NAME OF INDIVIDUAL:	
POSITION/TITLE:	
STATEMENT OF EXPERIENCE:	

NAME OF INDIVIDUAL:
POSITION/TITLE:
STATEMENT OF EXPERIENCE:
g
NAME OF INDIVIDUAL:
POSITION/TITLE:
STATEMENT OF EXPERIENCE:
NAME OF INDIVIDUAL:
POSITION/TITLE:
STATEMENT OF EXPERIENCE:

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

#### 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.

Freddie R. Conn	Connhurst, LLC
Signature	Name of Business

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

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

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

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

#### The Act further provides:

#### KRS 45.610. Hiring minorities – Information required

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

#### KRS 45.620. Action against contractor – Hiring of minority contractor or subcontractor

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

#### KRS 45.630 Termination of existing employee not required, when

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

#### KRS 45.640 Minimum skills

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

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

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

Connhurst, LLC

It is the policy of _	Connhurst, LLC
sure that all applicar	s for employment and all employees are treated on a fair and equitable

to as 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.

<b>12.</b>	WORKFORCE ANALYSIS FORM

Name of Organization:	Connhurst, LLC

Categories	Total	(N Hispa	hite Not anic or tino)	Hispai Lati		Black Afric Amer (No Hispar Lati	can ican ot nic or	Haw and ( Pa Isla (N Hispa	tive vaiian Other cific nder Not anic or	Hisp	n (Not panic atino	Indi: Alaska (not His	erican an or n Native spanic or tino	races Hispa	r more s (Not anic or tino	Tot	tal
		М	F	М	F	М	F	М	F	М	F	М	F	М	F	М	F
Administrators	1	1															
Professionals																	
Superintendents	4	4															
Supervisors	2	2															
Foremen	3	3															
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	2	2															
Skilled Craft	20	20															
Service/Maintenance	1	1															
Total:																	

Prepared by:	Freddie R. Conn, Vice President	Date: _	08 /	03	 2023
	(Name and Title)				

#### 13. EVIDENCE OF INSURABILITY

#### LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT

(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Connhurst, LLC				E	mployee ID:	-	-
Address: 3534 State Highway 1626, Olive Hill, KY 41164				P	hone: 606-286-0387		
Project to be insured: Lyo	n Drive Stormw	ater Improveme	ents				
n lieu of obtaining certificate and Risk Management of Part				ned Insured with the minimum of	coverage listed below. These	are outlined in the	Insurance
Section Items		Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best	's Rating
SC-3, Section 2, Part 4.1 – s	ee provisions	CGL.	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ \$1,000,000 per occ \$2,000,000 aggregate plus \$10 million umbrella	Phoenix Insurance	02518	A++
SC-3, Section 2, Part 4.1 – s	ee provisions	AUTO	\$2,000,000/per occ.	\$\$1,000,000 combined single limit plus \$10 million umbrella	Phoenix Insurance	02518	A++
SC-3, Section 2, Part 4.1 – s	ee provisions	WC	Statutory w /endorsement as noted	S Statutory plus \$4,500,000 employers liability	KY Assoc of General Contractors	55002	A-
ection 2 includes required pr when submitting. Peoples Insurance Agenc		regarding insurance r		d agrees to abide by all provision as H Bottoms, Jr.	is for the coverage's checked a	ibove unless state	d otherwis
agency or Brokerage		TO STATE OF THE ST		Name of Authorized F	Representative		
101 Fifth Avenue			Ag	ent			
Street Address			-	Title	7		
Huntington	w	25701	7	define			
City	State		Zip	Authorized Signature	-141		
304-522-6555			Aug	ust 3, 2023			

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

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

## 14. DEBARRED FIRMS

PROJECT NAME: Lyon Drive Stormwater Improvements	
BID NUMBER: 47-2023	
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT LEXINGTON, KY	
All prime Contractors shall certify that Subcontractors have not and was firms that has been debarred for noncompliance with the Federal Lab Civil Rights Act of 1964 As Amended, Executive Order 11246 As An Federal Law.	or Standards, Title VI of the
All bidders shall complete the attached certification in duplicate and somer with the bid proposal. The Owner (grantee) shall transmit one Fayette Urban County Government, Division of Community Develop days after bid opening.	copy to the Lexington-
The undersigned hereby certifies that the firm of	award to it as the result of the Federal labor Standards,
Name of Firm Submitting Bid	
Signature of Authorized Official	
V.P.	
Title	
8-3-23	
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:

- 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: Connburst, LLC.	
Project: Lyon Drive Stormwater	Improvements
Printed Name and Title of Authorized Representative:	Freddre R Conn, V.P.
Signature: Juddi R Con	
Date: 8-3-23	

# AMENDMENT 1— CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government ("LFUCG") may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

- 1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
- 2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
- 3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:
  - (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- 5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.
- 8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
- 11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- 12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
- 13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
- 14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."
- 15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:
  - a. 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. 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 of not less than \$10,000 and not more than \$100,000 for each such failure.

Fuddid R Con

8-3-23 Date

END OF SECTION

Schedule A: List of Current Projects

Owner	<b>Project Name</b>	Engineer	Contract Amount	Status
LPC/Boone-Kenton	Water & Sewer		\$ 2,685,128.00 Schedule Complet	Start April 2022 tion Aug 2022
Walker/Boyd County	Water & Sewer	E.L. Robinson	\$ 7,404,039.00 Scheduled Comp	Start April 2022 letion Dec 2023
LPC/Jefferson Count Water & Sewer Utili		KYDOH	\$ 2,680,000 Scheduled Comp	Start April 2023 letion Oct 2023
Riegler/ Donaldson I	Hwy Sewer	KYDOH	\$ 1,369,690.00 Scheduled Comp	Start July 2023 letion Dec 2023
LFUCG/ Wolf Run	Γrunk E Sewer	Prime Engineers	\$ 8,147,353.00 Schedule Comple	Start April 2023 etion Sept 2024

Owner	Project Name	Engineer	Contract Amount
City of Nich	nolasville, Ky Sanitary Sewer Impr 8" PVC Gravity Sewer		\$414,000.00 859-983-7300
	Municipal Utilities Calmes/Lyndal chester, Ky 12" DIP Gravity	e Sewer Rehab WMU Sewer Duke Dryden	
	e Hill, Ky Misc Sewer Rehab Proje ewer, Pump Station & Grinder Sta		gineers \$ 368,000.00 earris 606-316-0579
	sa, Ky Meadowbrook Sewer Reh ewer & Pimp Station		g Group \$924,350.50 ogge 606-782-0241
This project	lden, WV Sewer Rehab/Pump Stat was a subcontract with CJ Hughes aping Stations Installing Precast Str	Dan Ferrell 304-62	24-4108
	rmet, WV Sewer Rehab/Pump States was a subcontract with Mike Enya		e Pump Stations
City of Boor 8" Gravit	neville, Ky Sewer Rehab ty Sewer		\$ 182,517.00 le 859-254-6623
	그 가는 살이 있는 것이 없는 무슨데 그 이 사람이 되는 것이 되었다면 되었다면 되었다면 없다면 하다면 하다면 하다면 하다면 하다면 하다면 하다면 하다면 하다면 하	E.L. Robinson Amburgey 606-571-18	\$ 65,000.00
City of Murr 12" Gravit	ray, Ky New Sewer Install ty Sewer		neers \$ 312,997.00 agley 859-223-3999
Morehead U	0.90771	y Relocate NC2 Eng ate Water, Sewer, Ga Winkleman 606-776-	as
	y Hook, Ky Sewer Rehab/ WWTP Monster Grinder System & Sample	내가 이후 프로그리트 얼마나 되고 있다. 그런 그리고 있다.	nson \$ 242,000.00 ey 606-571-1849
Winchester N	Municipal Utilities		
Winchester, 6" I	Ky Sunset Height	s Waterline Replacem Duke Dryden 859-74	
	unty Water District Rt 25 South W 6' PVC & Services		roject \$ 400,000.00 IW 859-314-5165

Ashland 13 <sup>th</sup> Street D Storm Sewer & Res	rainage, AML Reclamation Pataining Wall	roject Charlie Vincen	\$ 188,167.05 t 606-594-4531
Commonwealth of Ke 8" DIP	entucky Carter Caves Wate Richard Ho	erline Replacement werton 606-473-56	
Madison County Wate 6" PVC & Ser	er District Red House Rd/ Me vices		ine \$300,000.00 IW 859-254-6623
Winchester Municipa	l Utilities		
Winchester, Ky		er Rehab	\$ 956,000.00
	vity Sewer & I64 Bore	Duke Dryden	859-744-5434
Maysville, Ky Sub	Maysville CS0 Contract for CJ Hughes Conapprox. 22' deep Mat	struction Company,	Huntington, WV
	oard Bigley Ave PS Rehad Contract for Mike Enyart & Jeren		int, OH
[10] [10] [10] [10] [10] [10] [10] [10]	oard Hunters Ridge, Solo Contract for Mike Enyart & Jeremy Fry CSB 30	Sons, Inc. South Poi	
	Crestwood Storm Setorm Sewer, 8" Gravity Sewer		A CONTRACTOR OF THE PROPERTY O
City of Flatwoods	Pine & Jones Street	Water line Improver	nents
ony of flutwoods	Paul Amburgey 606	[1] The Proposition of the Control of the Contro	\$ 189,970.00
Putnam PSD	Contract 33 Putnam		
Hurrican, WV Sub (	Contract for Mike Enyart & S Brian Mannon, EL R		nt, OH
Minford , OH Sub	Excavation for 9 Pumps St Contract for Tri State Pipelin Eric Taylor 304-733	e,Inc., Barboursville	\$ 181,000.00 e, WV
City of Nicholasville	Armory Place Wate Josh Banks 859-983	r Line Improvement: -7300	s \$ 323,000.00
Jewett Hyatt	Jewett Hyatt Develo Water, Sewer, Gas, 1		\$ 226,000.00

# Vaughn Williams 502-695-4357

Mt Sterling Water	North Maysville Water Line Replacement Rick Fletcher 859-498-0166	\$ 110,000.00
City of Wurtland 10" PVC	Contract 1 Force Main Project Jeff Reynolds 502-695-9800	\$ 776,000.00
Sugar Creek PSD	Tague Road Waterline, WV Fred Hypes 304-342-3436	\$ 200,000.00
City of Carlisle 10" DIP	Downtown Waterline Improvements Alan Bryan GRW 502-489-8484	\$ 695,840.91
Shelbyville Utility Sewer & Water 10,16,18,24" 502-633-4365	Bradshaw Street Sewer Kerry Magan OIP & 48" HDPE Triple Wall Gravity Sew	\$447,679.30 er
City of Shepherdsville	Hwy 44 Sewer Rob Campbell VC Gravity Sewer 502-719-7941	\$554,645.50
City of Russell I New Lagoons, Piping, C	Russell WTP Improvements Paul Amburger Chlorine, Gravity Sewer 606-571-1849	And the second second second second second second second
Commonwealth of Kentucky New Package Treatmen	Fort Boonesborough State Park at Plant & Pump Sta.WWTP Improvements Morey Lampson 859-264-7500	\$1,170,775.23
Louisville Paving Company 16" DIP	Ky Hwy 393 Utility Relocation Project Kenny Roller 502-558-8476	\$908,841.15
Louisville Paving Company 16,12,8" DIP	Ring Road Utility Relocation Project Kenny Roller 502-558-84	\$718,755.00 476
Winchester Municipal Utilitie Replace Gravity Sewer &	es Maple Street Sewer Improvements Proje Storm Sewer & Water Eddie Hightower	
City of Elizabethtown 8"& 12" PVC	Village Drive Sewer Project Michael Page 270-765-6	\$2,291,320.33 121
Sanitary District #1 12,15,36,42" Storm Sewer	Water's Edge Sewer Seperation Large Diameter Storm Sewer (Deep) Daniel Doss 859-578-6775	\$2,181,123.28
South Point WWTP	South Point Clarifiers Rebuild	\$721,393.92

## Tribute Const & Consultants Todd Harrah 740-302-2697

West Hickman Trunk B&C Sev Installed 54" FF	wer LFUCG RP Gravity Sewer Pipe Approx 2000 If	900,000.00
Sub Contract with Tribute Cont	tracting & Consultants	
	Todd Harrah 740-302-2697	
Ky 158 Sanitary Sewer Project	MUPB	
	Eclipse Engineers	
	Alan Robinson	
	606-451-0959	\$1,364,821.26
Georgetown Municipal	Bluegrass RV Sewer	\$650,543.79
12" PVC Gravity Sewer	Palmer Engineering	
	Chris Mitchell 859-389-9293	
Wisemantown Sewer	IMU Irvine, Ky	3,018,562.00
36,000lf 8" PVC Gravity Sew	ver Billy Williams 606-606-723-2197	***************************************
Grand & Tremont Sewer & Sto	rm Water Improvements	
72" Storm sewer System		857,808.00
	Bob Wilson 859-640-2796	
Ky 22 Goose Creek Water/ KY	DOH/ Louisville Paving	477,477.00
그녀는 사람이 사용없는 이 사람들은 살이 아니라 이 동안에 가게 되는 때 아이를 가지만 하는 사람이 되어 있다.	y Roller 502-583-1726	7,402,533,444
Russell Water & Sewer Utility	Relocation/ Triton Construction	1,200,000.00
EL Robinson Engine	eers/ Lindsey Pemberton 740-414-0032	
12" Gravity Sewer System, 12"	DIP Water	
SD1 Strathmore & Memorial Sa	anitary & Storm Sewer	1,512,216.00
Daniel Doss 859-578-6775		1.14.4.4.4.4.
La Grange Sewer Interceptor	_	1,511,682.00
	502-695-9800	

This is some of the Projects Completed, Can provide further information upon request.

Schedule C: Employee Name Homer Hurst Jr.	List of CONNNHURST, LLC. Empl Position/Job Classification Owner/ President/ Project Superintendent	loyees Race White	Sex M	Salary/Wage Salary
Freddie R. Conn	Owner/Vice President/ Project Manager	White	M	Salary
Terry Bailey	Project Manager/ Estimator	White	M	Salary
Marquitta Hurst	Office	White	F	Salary
Donna Conn	Office	White	F	Salary
Bobby Weaver	Foreman/ Operator	White	M	Salary
Lone K. Ingles	Operator	White	M	Hourly
Shaun Smedley	Operator	White	M	Hourly
Scott Weaver	Foreman/Operator	White	M	Salary
Paul Weaver	Foreman/Labor	White	M	Hourly
James Easterling Jr	Labor	White	M	Hourly
Mike Conley	Operator	White	M	Hourly
Chris Tuel	Foreman/ Operator	White	M	Hourly
John Reffitt	Foreman/ Operator	White	M	Hourly
Tobb Jones	Operator	White	M	Hourly
Tim Medwid	Labor	White	M	Hourly
David Pennington	Foreman/ Operator	White	M	Hourly
Noah Wood	Labor	White	M	Hourly
Steve Davenport	Truck Driver	White	M	Hourly
Kyle Crouch	Foreman/ Operator	White	M	Hourly
Dustin Crose	Operator	White	M	Hourly
Drew Holbrook	Labor	White	M	Hourly
Taylor Weaver	Labor	White	e M	Hourly
Brett Valloton	Labor/ Truck Driver	White	e M	Hourly
Tyler Frayley	Labor/ Operator	White	e M	Hourly
Scott Gilliam	Foreman/ Labor	White	M	Hourly
Joe Curtis	Labor	White	· M	Hourly
Alex Crouch	Labor	White	e M	Hourly

#### ConnHurst owned Equip

CT322 John Deere Skid Loader

Cat 257 B Skid Loader

Cat 277 B Skid Loader

Volvo Skid Loader

338 JD Skid Loader

338 JD Skid Loader

318 JD Skidsteer

160 Komatsu Excavator

135 Kobelco Excavator

210 Link Belt Excavator

235 Link Belt Excavator

130 Link Belt Excavator

145 Link Belt Excavator

313 Cat Excavator

450 JD Dozer

Cat Backhoe

Hyundai 35 Mini Excavator

John Deere 35 Mini Excavator

135 Kobelco Excavator

Atlas Copco Hydraulic Hammer

2 Allied Compactor Plate for Excavator

Bore It Boring Machine

Lincoln Welder

Tractor Truck and Equip Trailer, Lowboy

95 Volvo Tri Axle Dump Truck

95 GMC Tandem Dump Truck

88 Ford Tandem Dunp Truck

95 Ford Tandem Dump Truck

2 94 International Single Axle Dump

80 GMC Single Axle Dump

44,000 lb Tag Trailer

Contrail 14,000 lb Tag Trailer

3 Small Equip Tag Trailer

Haulmark Tandem Box Trailer

Single Axle Box Trailer

AgriMetal Straw Blower

Sulllair 175 Q Air Compressor

Ditchwitch Push Machine

2020 Ditch Witch DD Machine

380 Hyundia Excavator

T40 Ram Fose Hoe Ram

Many Trench Boxes, Stone Boxes, Street Steel, Compactor Plates, Water Pumps, Utility Trucks, Pipe Lasers, Auto Levels and Small Tools

### **BID BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

#### CONTRACTOR:

(Name, legal status and address)

ConnHurst, LLC

3534 State Highway 1626

Olive Hill, KY 41164

#### SURETY:

(Name, legal status and principal place of business):

Old Republic Insurance Company

300 E. Business Way, Suite 200

Cincinnati, OH 45241

#### OWNER:

(Name, legal status and address)

Lexington Fayette Urban County Government

Division of Water

200 East Main Street

Lexington, KY 40507

BOND AMOUNT: \$ Five percent (5%) of amount bid

#### PROJECT:

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

Lyon Drive Stormwater Improvements

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

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

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

Signed and sealed this 3rd day of August		
Do Q	ConnHurst, LLC Juddi R Gru	
(Withess)	(Principal)	(Seal)
Malt	(Title) Old Republic Insurance Company	
(Witness) Thomas H. Bortoms, Jr.	(Attorney-in-Fact) Amanda Colley	(Seal)



#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

CLARENCE C. MASSEY, THOMAS H. BOTTOMS JR, AMANDA COLLEY of HUNTINGTON, WV

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

2016		ECOMPANY ha	s caused these presents to be			eal to
Karen J. Har	Gur		OLD REF	Ma 1	JANCE COMPANY	
Assistant Secretal STATE OF WISCONSIN, COUNTY	OF WAUKESHA - SS		Sene 128 2	Vice F	<sup>2</sup> resident	N.F.S.
On this 28th day of	September	2022	, personally came before me,		Alan Pavlic	
and Karen J. Ha	ffner		own to be the individuals and o		D REPUBLIC INSURANCE	
COMPANY who executed the above and say: that they are the said officer corporate seal and their signatures as organization.	s of the corporation afor	esaid, and that th	e seal affixed to the above inst cribed to the said instrument by	trument is the sea the authority of t	al of the corporation, and that	
		PUBLIC			Notary Public	
		OF WIRCO	My Com	mission Expires:	September 28, 2026	-
CEDTIFICATE			(Expiration of notary	's commission	does not invalidate this ins	trumer

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force

27-0377

ORSC 11008 (6-93)

Signed and sealed at the City of Brookfield, WI this

2023

PEOPLES INS AGENCY INC



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/20/2023

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		CONTACT Tom Bottoms			
Peoples Insurance Agency, LLC 101 Fifth Ave Huntington, WV 25701	PHONE (A/C, No, Ext): 304-528-2478 FAX (A/C, No): 304-5.	22-6563			
	E-MAIL ADDRESS: tbottoms@pebo.com				
	INSURER(S) AFFORDING COVERAGE				
	INSURER A Phoenix Insurance Co	25623			
INSURED ConnHurst, LLC	INSURER B: Travelers Property Casualty Co of America				
	3534 State Hwy 1626	INSURER C: KY Assoc General Contractors			
Olive Hill, KY 41164-88	Olive Hill, KY 41164-8832	INSURER D: Westchester Surplus Lines Ins Co	10172		
		INSURER E :			
		INSURER F :			

COVERAGES CERTIFICATE NUMBER: 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	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
Α	✓ COMMERCIAL GENERAL LIABILITY		CO3W710333	03/13/2023	03/13/2024	EACH OCCURRENCE	\$	1,000,000	
	CLAIMS-MADE V OCCUR				1, ., ., .,	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	
				1		MED EXP (Any one person)	5	10,000	
						PERSONAL & ADV INJURY	5	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	1 1				GENERAL AGGREGATE	\$	2,000,000	
	POLICY V PRO-					PRODUCTS - COMP/OP AGG	\$	2,000,000	
	OTHER:			-41			S		
Α	AUTOMOBILE LIABILITY		BA3W710879	03/13/2023	03/13/2024	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
	✓ ANY AUTO				V - 1	BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$		
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$		
	7,5,55 5,12)						\$		
Α	✓ UMBRELLA LIAB ✓ OCCUR		CUP3W711655	03/13/2023	03/13/2024	EACH OCCURRENCE	S	5,000,000	
	EXCESS LIAB CLAIMS-MADI					AGGREGATE	5	5,000,000	
	DED RETENTION'S					A 3 . 3 TO	\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		019237	01/01/2023	01/01/2024	✓ PER OTH-			
	ANYPROPRIETOR/PARTNER/EXECUTIVE	Plana and III				E.L. EACH ACCIDENT	\$	4,500,000	
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	] N/A	N/A				E.L. DISEASE - EA EMPLOYEE	\$	4,500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	4,500,000	
В	Installation Floater		CO3W710333	03/13/2023	03/13/2024	Limit		\$500,000	
В	Leased or Rented Equipment		CO3W710333	03/13/2023	03/13/2024	Limit		\$300,000	
D	Pollution Liability		PA12104703	06/08/2023	06/08/2024	Limit		\$1,000,000	

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

Evidence of insurance. Umbrella is follow form over the underlying general liability, auto liability and employers liability coverages. Pollution liability lmiits are \$1 million each incident / \$2 million aggregate - occurrence form.

CERTIFICATE HOLDER	ER
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#### CANCELLATION

Lexington Fayette Urban County Government Division of Water 200 East Main Street Lexington, KY 40507 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

THHRE

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Schedule A: List of Current Projects

Owner	<b>Project Name</b>	Engineer	Contract Amount	Status
LPC/Boone-Kenton	Water & Sewer		\$ 2,685,128.00 Schedule Complet	Start April 2022 tion Aug 2022
Walker/Boyd County	Water & Sewer	E.L. Robinson	\$ 7,404,039.00 Scheduled Comp	Start April 2022 letion Dec 2023
LPC/Jefferson Count Water & Sewer Utili		KYDOH	\$ 2,680,000 Scheduled Comp	Start April 2023 letion Oct 2023
Riegler/ Donaldson I	Hwy Sewer	KYDOH	\$ 1,369,690.00 Scheduled Comp	Start July 2023 letion Dec 2023
LFUCG/ Wolf Run	Γrunk E Sewer	Prime Engineers	\$ 8,147,353.00 Schedule Comple	Start April 2023 etion Sept 2024

Owner	Project Name	Engineer	Contract Amount
City of Nich	nolasville, Ky Sanitary Sewer Impr 8" PVC Gravity Sewer		\$414,000.00 859-983-7300
	Municipal Utilities Calmes/Lyndal chester, Ky 12" DIP Gravity	e Sewer Rehab WMU Sewer Duke Dryden	
	e Hill, Ky Misc Sewer Rehab Proje ewer, Pump Station & Grinder Sta		gineers \$ 368,000.00 earris 606-316-0579
	sa, Ky Meadowbrook Sewer Reh ewer & Pimp Station		g Group \$924,350.50 ogge 606-782-0241
This project	lden, WV Sewer Rehab/Pump Stat was a subcontract with CJ Hughes aping Stations Installing Precast Str	Dan Ferrell 304-62	24-4108
	rmet, WV Sewer Rehab/Pump States was a subcontract with Mike Enya		e Pump Stations
City of Boor 8" Gravit	neville, Ky Sewer Rehab ty Sewer		\$ 182,517.00 le 859-254-6623
	그 가는 살이 있는 것이 없는 무슨데 그 이 사람이 되는 것이 되었다면 되었다면 되었다면 없다면 하다면 하다면 하다면 하다면 하다면 하다면 하다면 하다면 하다면 하	E.L. Robinson Amburgey 606-571-18	\$ 65,000.00
City of Murr 12" Gravit	ray, Ky New Sewer Install ty Sewer		neers \$ 312,997.00 agley 859-223-3999
Morehead U	0.90771	y Relocate NC2 Eng ate Water, Sewer, Ga Winkleman 606-776-	as
	y Hook, Ky Sewer Rehab/ WWTP Monster Grinder System & Sample	내가 이후 프로그리트 얼마나 되고 있다. 그런 그리고 있다.	nson \$ 242,000.00 ey 606-571-1849
Winchester N	Municipal Utilities		
Winchester, 6" I	Ky Sunset Height	s Waterline Replacem Duke Dryden 859-74	
	unty Water District Rt 25 South W 6' PVC & Services		roject \$ 400,000.00 IW 859-314-5165

Ashland 13 <sup>th</sup> Street I Storm Sewer & R	Drainage, AML Reclamatio etaining Wall	n Project Charlie Vincent	\$ 188,167.05 606-594-4531
Commonwealth of K 8" DIP	Centucky Carter Caves W Richard	Vaterline Replacement Howerton 606-473-5684	
Madison County Wa 6" PVC & Se	ater District Red House Rd/ ervices	Meadowbrook Water Lin Kerry Odle CMV	
Winchester Municip	al Utilities		
Winchester, Ky		Sewer Rehab	\$ 956,000.00
	avity Sewer & I64 Bore	Duke Dryden 85	59-744-5434
Maysville, Ky Su	Maysville of the Contract for CJ Hughes Contract for CJ Hughes Contract approx. 22' deep	Construction Company, H	untington, WV
	Board Bigley Ave PS F ub Contract for Mike Enyar Deep J		t, OH
가게 많은 그가 되었습니다. 하지만 된 때 때에 가장 말하는 말하는 모모 사람이 되었다.	Board Hunters Ridge, S b Contract for Mike Enyart Jeremy Fry CSB	& Sons, Inc. South Point	
	Crestwood Storm Storm Sewer, 8" Gravity Se		ALC: A CHARLES AND A SECOND
City of Flatwoods	Pine & Jones Str	eet Water line Improveme	ents
	Paul Amburgey		\$ 189,970.00
Putnam PSD Hurrican, WV Sub	Contract 33 Putna Contract for Mike Enyart &	am County PSD	
Timited, W. Cub	Brian Mannon, E.		
Minford , OH Su	Excavation for 9 Pump b Contract for Tri State Pip Eric Taylor 304-	eline,Inc., Barboursville,	\$ 181,000.00 WV
City of Nicholasville	Armory Place W Josh Banks 859-9	Vater Line Improvements 983-7300	\$ 323,000.00
Jewett Hyatt	Jewett Hyatt Dev Water, Sewer, Ga	velopment as, Elect Conduit	\$ 226,000.00

# Vaughn Williams 502-695-4357

Mt Sterling Water	North Maysville Water Line Replacement Rick Fletcher 859-498-0166					
City of Wurtland 10" PVC	Contract 1 Force Main Project Jeff Reynolds 502-695-9800	\$ 776,000.00				
Sugar Creek PSD	Tague Road Waterline, WV Fred Hypes 304-342-3436	\$ 200,000.00				
City of Carlisle 10" DIP	Downtown Waterline Improvements Alan Bryan GRW 502-489-8484	\$ 695,840.91				
Shelbyville Utility Sewer & Water 10,16,18,24" 502-633-4365	Bradshaw Street Sewer Kerry Magan OIP & 48" HDPE Triple Wall Gravity Sew	\$447,679.30 er				
City of Shepherdsville	Hwy 44 Sewer Rob Campbell VC Gravity Sewer 502-719-7941	\$554,645.50				
City of Russell I New Lagoons, Piping, C	Russell WTP Improvements Paul Amburger Chlorine, Gravity Sewer 606-571-1849	And the second second second second second second second				
Commonwealth of Kentucky Fort Boonesborough State Park New Package Treatment Plant & Pump Sta.WWTP Improvements \$1,170,775.23 Morey Lampson 859-264-7500						
Louisville Paving Company 16" DIP	\$908,841.15					
Louisville Paving Company 16,12,8" DIP	\$718,755.00 476					
Winchester Municipal Utilitie Replace Gravity Sewer &	es Maple Street Sewer Improvements Proje Storm Sewer & Water Eddie Hightower					
City of Elizabethtown 8"& 12" PVC	Village Drive Sewer Project Michael Page 270-765-6	\$2,291,320.33 121				
Sanitary District #1 12,15,36,42" Storm Sewer	Water's Edge Sewer Seperation Large Diameter Storm Sewer (Deep) Daniel Doss 859-578-6775	\$2,181,123.28				
South Point WWTP	South Point Clarifiers Rebuild	\$721,393.92				

## Tribute Const & Consultants Todd Harrah 740-302-2697

West Hickman Trunk B&C Sev Installed 54" FF	wer LFUCG RP Gravity Sewer Pipe Approx 2000 If	900,000.00
Sub Contract with Tribute Cont	tracting & Consultants	
	Todd Harrah 740-302-2697	
Ky 158 Sanitary Sewer Project	MUPB	
	Eclipse Engineers	
	Alan Robinson	
	606-451-0959	\$1,364,821.26
Georgetown Municipal	Bluegrass RV Sewer	\$650,543.79
12" PVC Gravity Sewer	Palmer Engineering	
	Chris Mitchell 859-389-9293	
Wisemantown Sewer	IMU Irvine, Ky	3,018,562.00
36,000lf 8" PVC Gravity Sew	ver Billy Williams 606-606-723-2197	***************************************
Grand & Tremont Sewer & Sto	rm Water Improvements	
72" Storm sewer System		857,808.00
	Bob Wilson 859-640-2796	
Ky 22 Goose Creek Water/ KY	DOH/ Louisville Paving	477,477.00
그녀는 사람이 사용없는 이 사람들은 살이 아니라 이 동안에 가게 되는 때 아이를 가지만 하는 사람이 되어 있다.	y Roller 502-583-1726	7,402,533,444
Russell Water & Sewer Utility	Relocation/ Triton Construction	1,200,000.00
EL Robinson Engine	eers/ Lindsey Pemberton 740-414-0032	
12" Gravity Sewer System, 12"	DIP Water	
SD1 Strathmore & Memorial Sa	anitary & Storm Sewer	1,512,216.00
Daniel Doss 859-578-6775		
La Grange Sewer Interceptor	_	1,511,682.00
	502-695-9800	

This is some of the Projects Completed, Can provide further information upon request.

Schedule C: Employee Name Homer Hurst Jr.	List of CONNNHURST, LLC. Empl Position/Job Classification Owner/ President/ Project Superintendent	loyees Race White	Sex M	Salary/Wage Salary
Freddie R. Conn	Owner/Vice President/ Project Manager	White	M	Salary
Terry Bailey	Project Manager/ Estimator	White	M	Salary
Marquitta Hurst	Office	White	F	Salary
Donna Conn	Office	White	F	Salary
Bobby Weaver	Foreman/ Operator	White	M	Salary
Lone K. Ingles	Operator	White	M	Hourly
Shaun Smedley	Operator	White	M	Hourly
Scott Weaver	Foreman/Operator	White	M	Salary
Paul Weaver	Foreman/Labor	White	M	Hourly
James Easterling Jr	Labor	White	M	Hourly
Mike Conley	Operator	White	M	Hourly
Chris Tuel	Foreman/ Operator	White	M	Hourly
John Reffitt	Foreman/ Operator	White	M	Hourly
Tobb Jones	Operator	White	M	Hourly
Tim Medwid	Labor	White	M	Hourly
David Pennington	Foreman/ Operator	White	M	Hourly
Noah Wood	Labor	White	M	Hourly
Steve Davenport	Truck Driver	White	M	Hourly
Kyle Crouch	Foreman/ Operator	White	M	Hourly
Dustin Crose	Operator	White	M	Hourly
Drew Holbrook	Labor	White	M	Hourly
Taylor Weaver	Labor	White	M	Hourly
Brett Valloton	Labor/ Truck Driver	White	M	Hourly
Tyler Frayley	Labor/ Operator	White	e M	Hourly
Scott Gilliam	Foreman/ Labor	White	M	Hourly
Joe Curtis	Labor	White	M	Hourly
Alex Crouch	Labor	White	e M	Hourly

#### ConnHurst owned Equip

CT322 John Deere Skid Loader

Cat 257 B Skid Loader

Cat 277 B Skid Loader

Volvo Skid Loader

338 JD Skid Loader

338 JD Skid Loader

318 JD Skidsteer

160 Komatsu Excavator

135 Kobelco Excavator

210 Link Belt Excavator

235 Link Belt Excavator

130 Link Belt Excavator

145 Link Belt Excavator

313 Cat Excavator

450 JD Dozer

Cat Backhoe

Hyundai 35 Mini Excavator

John Deere 35 Mini Excavator

135 Kobelco Excavator

Atlas Copco Hydraulic Hammer

2 Allied Compactor Plate for Excavator

Bore It Boring Machine

Lincoln Welder

Tractor Truck and Equip Trailer, Lowboy

95 Volvo Tri Axle Dump Truck

95 GMC Tandem Dump Truck

88 Ford Tandem Dunp Truck

95 Ford Tandem Dump Truck

2 94 International Single Axle Dump

80 GMC Single Axle Dump

44,000 lb Tag Trailer

Contrail 14,000 lb Tag Trailer

3 Small Equip Tag Trailer

Haulmark Tandem Box Trailer

Single Axle Box Trailer

AgriMetal Straw Blower

Sulllair 175 Q Air Compressor

Ditchwitch Push Machine

2020 Ditch Witch DD Machine

380 Hyundia Excavator

T40 Ram Fose Hoe Ram

Many Trench Boxes, Stone Boxes, Street Steel, Compactor Plates, Water Pumps, Utility Trucks, Pipe Lasers, Auto Levels and Small Tools