



LEXINGTON

Bid 4-2024 Addendum 2 OMNI Commercial, LLC Supplier Response

Event Information

Number: Bid 4-2024 Addendum 2
Title: Demolition of Shillito Tennis Courts
Type: Competitive Bid
Issue Date: 1/8/2024
Deadline: 1/29/2024 02:00 PM (ET)
Notes: **ONLY ONLINE BIDS WILL BE ACCEPTED. PLEASE FILL OUT THE BID DOCUMENTS AND ATTACH AS ONE PDF FILE IN THE "RESPONSE ATTACHMENTS" TAB.** PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTED BID DOCUMENTS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE. ALL QUESTIONS REGARDING THIS BID MUST BE SUBMITTED USING THE QUESTIONS TAB.

Contact Information

Contact: Kristie Thomas
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: kthomas@lexingtonky.gov

OMNI Commercial, LLC Information

Contact: Richard Pesta
Address: 2025 Leestown Road
LEXINGTON, KY 40511
Phone: (859) 254-0011
Email: rpesta@omnicommercialky.com
Web Address: www.omnicommercialky.com

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.

Heather Perkins

Signature

Submitted at 1/29/2024 11:04:54 AM (ET)

hperkins@omnicommercialky.com

Email

Response Attachments

4-2024 Signed Bid Documents.pdf

OMNI Commercial Signed Bid Docs 4-2024

Bid Lines

1	Demolition of Shillito Tennis Courts per specifications and drawings	Quantity: <u> 1 </u>	UOM: <u> Lump Sum </u>	Price: <input type="text" value="\$94,500.00"/>	Total: <input type="text" value="\$94,500.00"/>
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Response Total: \$94,500.00



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DIVISION OF PARKS AND RECREATION

FOR

Demolition of Shillito Tennis Courts

Bid No. 4-2024

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PART 1

ADVERTISEMENT FOR BIDS

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PART 1

ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the **Demolition of Shillito Tennis Courts** will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave until 2:00 p.m., local time, **January 24, 2024**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, Ion Wave Q&A, conditions (general and special), specifications, and/or the drawings prepared by Element Design for Lexington-Fayette Urban County Government. Following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be posted via Ion Wave.

LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line item totals (if required) may be rejected and deemed non-responsive. All forms normally provided with bid submission should be downloaded from Ion Wave, filled out and attached with bid submission. A copy of bid bond must be included with submission. THESE INSTRUCTIONS SUPERCEDE ALL OTHER BID SUBMISSION INSTRUCTIONS PROVIDED IN THIS PACKAGE. PLEASE SUBMIT ALL QUESTIONS VIA THE Q&A MODULE ON ION WAVE.

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the **Demolition of Shillito Tennis Courts**, Lexington-Fayette County, Kentucky.

Specs and drawings are available on Ion Wave only.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents shall be obtained from Ion Wave (LFUCG's electronic bidding system). Ion Wave can be accessed at <https://lexingtonky.ionwave.net>

4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms on a **Lump Sum** for total Project. Bidder must include a price for all bid items to be considered. **Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information for Bidders and Special Conditions.**

Bids/proposals should be submitted online via Ion Wave.

5. METHOD OF AWARD

The Contract, if awarded, will be to the lowest responsive and responsible bidder for the total project whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. The OWNER reserves the right to reject the Bid of any Bidder that is deemed to be unbalanced or front loaded. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

6. BID WITHDRAWAL

No bidder may withdraw his bid for a period of ninety (90) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond.

7. BID SECURITY

If the bid is \$50,000 or greater, bid shall be accompanied by a certified check or bid bond payable to the Lexington-Fayette Urban County Government in an amount not less than Five Percent (5%) of the base bid. Bid bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid Bonds are not required for bids under \$50,000. A cashier's check or irrevocable letter of credit is an acceptable form of bid security.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids via Ion Wave not later than 2:00 p.m. local time, **January 24, 2024.** Bid submittals and bid tab sheet will be immediately available after bid opening.

9. RIGHT TO REJECT

The Lexington-Fayette Urban County Government reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interest of the Lexington-Fayette Urban County Government may be served.

10. NOTIFICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR AFFIRMATIVE ACTION PLAN AND CURRENT WORKFORCE

The successful bidder must submit the following to the Lexington-Fayette Urban County Government:

1. Affirmative Action Plan for his/her firm.
2. Current Workforce Analysis Form

Failure to submit this as required herein may result in disqualification of the Bidder from the award of the contract.

11. NOTICE CONCERNING MWDBE and Veteran Goals

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs, and set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-Owned Small Businesses. The goals for the utilization of Disadvantaged Business Enterprises and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractor(s) who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprise and Veteran-Owned Small Businesses as Subcontractors contact:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
859-258-3323
smiller@lexingtonky.gov

12. AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds 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 (hereafter “bidder,” or “contractor”) 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 uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. 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. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) 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 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

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 Federal 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 Federal 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.

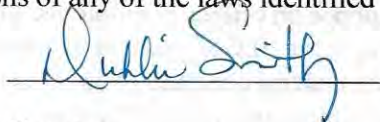
13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

1/29/24

Date

END OF SECTION

13. PRE-BID CONFERENCE

A pre-bid conference is scheduled for January 16, 2024, 1:00 p.m. at 300 West Reynolds Road, Tennis Courts, Lexington, KY.

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.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

PART II
INFORMATION FOR BIDDERS

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PART II

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids via Ion Wave, at the time and in the manner set forth in the Advertisement for Bids, and the Bids. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above.

2. PREPARATION OF BID

The bid must be submitted electronically through Ionwave in portable document format(pdf) and include all pages requiring signature or bidder information. The bid schedule pricing must be submitted in the Ionwave Line Items tab.

3. REQUIRED BONDS

The bonds required for this project are bid bond and performance and payment bond.

4. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the OWNER. All proposed subcontractors must be identified on the Form of Proposal. Prior to the award of Contract, the OWNER or the OWNER'S representative will advise the CONTRACTOR of the acceptance and approval thereof or of any action necessary to be taken. Should any Subcontractor be rejected by the OWNER, the CONTRACTOR shall present a new name and/or firm to the OWNER at no change in the Contract Price.

5. QUALIFICATION OF BIDDER

The OWNER may make such investigations as the OWNER deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request.

The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional bids will not be accepted.

In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, as requested. OWNER may consider maintenance requirements, performance data, and disruption or damage to private property. It is OWNER'S intent to accept alternatives by the bid forms, in the order in which they are listed in the Bid Form but OWNER may accept or decline them in order or combination. The contract, if awarded, will be awarded to the lowest responsive and qualified, responsible BIDDER based upon OWNER'S evaluation which indicates that the award will be in the best interest of OWNER and the general public.

In the event there is any question as to the bidder's qualifications and ability to complete the work, a final determination will be made in accordance with a fair evaluation by the Urban County Government of the above listed elements.

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered with the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.
- D. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) A current detailed financial statement for a period including up to 3 prior years. (2) Financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

Each bidder agrees to waive any claim it has or may have against the Owner and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

6. BID SECURITY

- A. Each bid must be accompanied by a bid bond prepared on a Form of Bid Bond and attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such bid bond will be returned to the unsuccessful bidder(s) only upon written request to the Director of Procurement within seven (7) days of opening of bids. Bid bond shall be made payable to the Lexington-Fayette Urban County Government. Bid security is not required for projects under \$50,000.
- B. Bonds shall be placed with an agent licensed in Kentucky with surety authorized to do business within the state. When the premium is paid for such coverage, the full commission payable shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay **\$250.00** per calendar day thereafter deadline for final completion.

9. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of Section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's

own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Director of Procurement, who in turn will have an addendum issued under signature of the Project Manager for the Lexington-Fayette Urban County Government, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested, faxed or emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

11. SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.

- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverages, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later).**

12. POWER OF ATTORNEY

Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. TAXES AND WORKMEN'S COMPENSATION

The CONTRACTOR and subcontractor will be required to accept liability for payment of all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or federal law. Each shall carry Workmen's Compensation Insurance to the full amounts as required by Statutes and shall include the cost of all foregoing items in the proposal. The CONTRACTOR will not otherwise be reimbursed or compensated for such tax payments. The CONTRACTOR is urged to ascertain at his own risk his actual tax liability in connection with the execution or performance of his Contract.

14. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the contract, the same as though herein written out in full.

15. EROSION AND SEDIMENT CONTROL AND PERMITS

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part 4 General Conditions Paragraph 5.17.

16. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

Federal wage rates and regulations, if required for this Project, will be as described in the Special Conditions.

17. AFFIRMATIVE ACTION PLAN

The successful Bidder must submit the entire proposal with their bid, the following items to the Urban County Government:

1. Certification of Bid Proposal/DBE – see Part III
2. KYTC DBE Provisions – see Part III
3. DBE Subcontractor Bidders List – see Part III

A Work Force Analysis Form shall be submitted for each Contract. Failure to submit any of these items as required herein may result in disqualification of the Bidder from award of the Contract.

18. CONTRACT TIME

The number of calendar days within which the Work is to be substantially completed and ready for final payment (the Contract Time) is set forth in the Contract Agreement.

19. SUBSTITUTE OR "APPROVED EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "approved equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "approved equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the OWNER, application for such acceptance will not be considered by the OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the OWNER is set forth in the General Conditions.

20. ALTERNATE BIDS

Bidders shall submit alternate bids/proposals only if and when such alternate bids/proposals have been specifically requested in an Invitation for Bids. If alternate bids/proposals are requested in an Invitation for Bids, the form of submission of such alternate bid and the conditions under which such alternate bids will be considered for award of a contract will be established in the Invitation.

Any Bidder who submits a bid incorporating an alternate proposal when alternate bids/proposals have not been requested in the Invitation for Bids shall have his/her bid rejected as non-responsive.

Any Bidder who submits a bid incorporating two (2) or more prices for an item or groups of items (unless such method of pricing is requested in the Invitation for Bids), or which imposes conditions for acceptance other than those established in the Invitation for Bids, shall have their bid rejected as non-responsive.

21. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds, Certificate of Insurance, and Power of Attorney. The OWNER will deliver one fully signed counterpart to CONTRACTOR at such time as it has been signed by the Mayor.

22. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDDBE) CONTRACTORS AND VETERAN OWNED SMALL BUSINESSES

A. Outreach for MWDDBE(s) and Veteran Owned Small Businesses (VOSB)

The Lexington-Fayette Urban County Government (LFUCG) maintains a database of MWDDBE contractors and Veteran Owned Small Businesses. When a LFUCG construction project is advertised for bidding, notices are sent to companies registered at <https://lexingtonky.ionwave.net>. The notices describe the project and indicate the deadline for submitting bids.

If you wish to be added to the LFUCG MWDDBE contractor database, please contact:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

B. Bid Bond Assistance for MWDBE(s)

For those MWDBE contractors who wish to bid on LFUCG project, bid bond assistance is available. This bid bond assistance is in the form of a "Letter of Certification" which is accepted by the LFUCG's Division of Purchasing, in lieu of a bid bond. The "Letter of Certification" must be included in the bid package when it is submitted to the Division of Purchasing. The "Letter of Certification" will reference the specific project for which the bid is being submitted, and the time and date on which the bid is due. Bid bond assistance must be requested from the Lexington-Fayette Urban County Government's Division of Procurement.

C. Eligibility for Bid Bond Assistance for MWDBE(s)

In order to be eligible for any Bid bonding assistance, a MWDBE construction company must be owned or controlled at the level of 51% or more by a member or members of a minority group or females. Prior to receiving assistance, a statement providing evidence of ownership and control of the company by a member or members of a minority group or females must be signed by the Owner or corporate officer and by an attorney or accountant submitted to:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

D. MWDBE and Veteran Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve a 10% minimum MWDBE and a 3% minimum Veteran goal.

For a list of eligible subcontractors, please contact:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

23. LFUCG NON-APPROPRIATION CLAUSE

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

END OF SECTION

PART III
FORM OF PROPOSAL

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PART III

Invitation to Bid No. 4-2024

Demolition of Shillito Tennis Courts

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 1/29/24

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

This Proposal Submitted by OMNI Commercial, LLC

2025 Leestown Road, Suite B, Lexington, KY, 40511

(Name and Address of Bidding Contractor)

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

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

Gentlemen:

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

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 1/16/24

Addendum No. 2 Date 1/22/24

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

2. **LEGAL STATUS OF BIDDER**

Bidder OMNI Commercial, LLC

Date 1/29/24

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Debbie Smith, bearing the official title of Office Acct Manager, 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)

N/A

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

N/A

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

3.

BIDDERS AFFIDAVIT

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

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

Debbie Smith
 Signature
Office / Acct Manager
 Title

Debbie Smith
 Printed Name
1/29/2024
 Date

Company Name OMNI Commercial, LLC

Address 2025 Leestown Road, Suite B, Lexington, KY, 40511

Subscribed and sworn to before me by Debbie Smith
(Affiant)

Office / Acct Manager
(Title)

of OMNI Commercial, LLC this 29 day of January, 2024.
(Company Name)

[Signature]
 Notary Public
 [seal of notary] My commission expires: 06/06/2026



4. BID SCHEDULE – SCHEDULE OF VALUES

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

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

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

Enter pricing in Line Items tab in IonWave. Page P-7 must be fully executed, signed, and attached to the bid submittal in IonWave or your bid WILL be considered non-responsive.

BID ITEM NO.	UNIT DESCRIPTION	Quantity	UNIT
1	Demolition of Shillito Tennis Courts per specifications and drawing	1	LS

Submitted by:

OMNI Commercial, LLC

Firm

2025 Leestown Road, Suite B

Address

Lexington, KY 40511

City, State & Zip

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

Debbie Smith, Office Asst Manager
Signature of Authorized Company Representative – Title

Debbie Smith
Representative/s Name (Typed or Printed)

Phone: 859.254.0011 Fax: 859.254.0032

Area Code – Phone – Fax #

tbryant@omnicommercialky.com

E-Mail Address

OFFICIAL ADDRESS:

PO BOX 34065

Lexington, KY 40588

(Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: OMNI Commercial, LLC

2. Permanent Place of Business: 2025 Leestown Road, Suite B, Lexington, KY, 40511

3. When Organized: May 11, 2016

4. Where Incorporated: May 11, 2016

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 Procurement within seven (7) calendar days following the bid opening.

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

SureTec Insurance Company (Surety)

Signed: Melissa Prapost (Representative of Surety)

January 29, 2024

Omni Commercial, LLC
P.O. Box 34065
Lexington, KY 40588

RE:
Type of Bond: Bid Bond
Bond Number:
Obligee: Lexington/Fayette Urban County Government
Description: Demolition of Shillito Tennis Courts
Bond Amount: 120,000.00
Premium: \$0.00

We are pleased to enclose the bond you requested. The bond issued was based on the information you provided. We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the attached bond form is required, and be sure to execute the bond with the proper signature and seal.

Thank you and please call me should you have any questions.

Sincerely,



Enclosures

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Omni Commercial, LLC

P.O. Box 34065
Lexington, KY 40588

OWNER:

(Name, legal status and address)
Lexington/Fayette Urban County Government
200 E. Main St., 3rd Fl
Lexington, KY 40507

BOND AMOUNT: 5% of Amount Bid

SURETY:

(Name, legal status and principal place of business)

SureTec Insurance Company
2103 CityWest Boulevard, Suite 1300
Houston, TX 77042

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

PROJECT:

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

Demolition of Shillito Tennis Courts

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

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

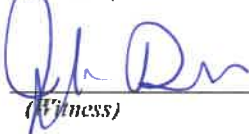
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 29th day of January 2024

Omni Commercial, LLC
(Principal)

(Seal)

(Witness)



(Witness)

(Title)
SureTec Insurance Company

(Surety)

(Title) Melissa Propst, Attorney-in-Fact

(Seal)



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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001110

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Steven M. Baas, Melissa Propst, Kenneth Albert, LaKala Carter

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:


Ten Million and 00/100 Dollars (\$10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 12th day of June, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



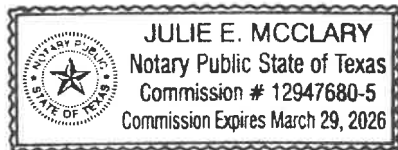
Markel Insurance Company

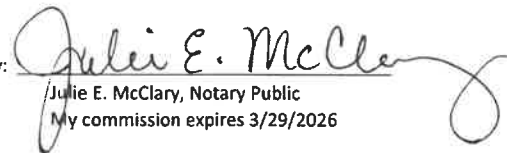
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 12th day of June, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 29th day of January, 2024.

SureTec Insurance Company
By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company
By: 
Andrew Marquis, Assistant Secretary

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

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

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

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

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
See Attached		

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
<u>HB Masonry</u>	<u>Madison Co Hall of Justice</u>	<u>Woman Owned</u>	<u>1.7%</u>
<u>HB Masonry</u>	<u>Jessamine Co Health Dept</u>	<u>"</u>	<u>3.6%</u>
<u>HB Masonry</u>	<u>Garrard Co EMS</u>	<u>"</u>	<u>4.1%</u>
<u>Herb Geddes Fence Co</u>	<u>Blackburn Corrections Gym</u>	<u>Disabled Vet</u>	<u>1.5%</u>
<u>84 Lumber</u>	<u>Jessamine Co Health Dept</u>	<u>Woman Owned</u>	<u>3.8%</u>
<u>Overhead Door of Lexington</u>	<u>RCARS Ag Building</u>	<u>Disabled Vet</u>	<u>5.3%</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

(USE ADDITIONAL SHEETS IF NECESSARY)

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

Respectfully submitted:

OMNI Commercial, LLC
(Name of Contracting Firm)

BY: *Dustin Smith*

TITLE: *Office / Acct Manager*

DATE 1/29/24

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK-LIST</u>	<u>DBE</u> <u>Work</u>	<u>% of EACH MAJOR ITEM</u>
N/A 100% Self Perform		

LIST OF MATERIALS/ SUPPLIERS

Bidders are hereby advised that this list must be complete and submitted with the Bid. Cut sheets for all mechanical system must be included with bid submittal.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Item	Brand Name, Manufacturer and/or Supplier
------	--

N/A

**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.
- 2) 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

- 1) 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 Procurement (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 Procurement 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 MWDBE 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

l. 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 MWBE 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 reasonable 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 Procurement
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 Procurement):

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 defined 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, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE 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
Community Ventures Corporation	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	lavozekey@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 # Demolition of Shillito Tennis Court Bid No. 4-2024

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 Procurement 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. N/A 100% Self Perform				
2.				
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.

OMNI Commercial, LLC
Company

1/29/24
Date

Thomas Bryant
Company Representative

Project Manager
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # Demolition of Shillito Tennis Court Bid No. 4-2024

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 Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A 100% Self Perform					
2.					
3.					
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.

OMNI Commercial, LLC
Company

1/29/24
Date

Thomas Bryant
Company Representative

Project Manager
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # Demolition of Shillito Tennis Court Bid No. 4-2024

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 OMNI Commercial, LLC	Contact Person Thomas Bryant
Address/Phone/Email 2025 Leestown Road, Suite B, Lexington, KY, 40511 859.254.0011 tbryant@omnicommercialky.com	Bid Package / Bid Date Demolition of Shillito Tennis Court Bid No. 4-2024 1/29/24

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(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.

OMNI Commercial, LLC

Company
 1/29/24

Date

Thomas Bryant

Company Representative
 Project Manager

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 Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # Demolition of Shillito Tennis Court Bid No. 4-2024

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract # Demolition of Shillito Tennis Court Bid No. 4-2024	Work Period/ From: _____ To: _____
Company Name: OMNI Commercial, LLC	Address: 2025 Leestown Road, Suite B, Lexington, KY, 40511
Federal Tax ID: 81-2596040	Contact Person: Thomas Bryant tbryant@omnicommercialky.com

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	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 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 misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

OMNI Commercial, LLC

Company
 1/29/24

Date

Thomas Bryant

Company Representative
 Project Manager

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # Demolition of Shillito Tennis Court Bid No. 4-2024

N/A 100% Self Perform

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ 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.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms 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.

_____ 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.

_____ 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.

_____ 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

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

OMNI Commercial, LLC

Company

1/29/24

Date

Thomas Bryant

Company Representative

Project Manager

Title

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

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

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky _____. Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. **STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: See Attached

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: See Attached

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: See Attached

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: See Attached

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: See Attached _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: See Attached _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

* 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.

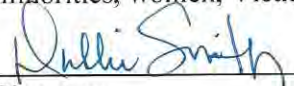
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of 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.



Signature

OMNI Commercial, LLC

Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

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

labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of OMNI Commercial, LLC

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

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: OMNI Commercial, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1		1														1
Professionals	10	9	1													9	1
Superintendents	1	1														1	
Supervisors	7	7														7	
Foremen	0																
Technicians	3	2		1												3	
Protective Service	0																
Para-Professionals	0																
Office/Clerical	6	3	2				1									3	3
Skilled Craft	12	12														12	
Service/Maintenance	0																
Total:	40	34	4	1			1									35	5

Prepared by: Heather Perkins | Marketing Manager

(Name and Title)

Date: 1 / 29 / 24

Revised 2015-Dec-15

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: OMNI Commercial, LLC

Employee ID: 81-2596040

Address: 2025 Leestown Road, Suite B, Lexington, KY, 40511

Phone: 859.254.0011

Project to be insured: Demolition of Shillito Tennis Court Bid No. 4-2024

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-2 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000 per Occ \$2,000,000 aggregate	West Bend Insurance Co.	15350	A XIII
SC-2 – see provisions	AUTO	\$1,000,000/per occ.	\$1,000,000 per occ	West Bend Insurance Co.	15350	A XIII
SC-2 – see provisions	EXC/UMB	\$5,000,000/per occ.	\$ 5,000,000 per occ 5,000,000 aggregate	West Bend Insurance Co.	15350	A XIII
SC-2 – see provisions	WC	Statutory w /endorsement as noted	\$ 4,500,000 each accident 4,500,000 disease each employee 4,500,000 disease - policy limit	Kentucky Associated General Contractors Self Insurers Fund	N/A	N/A
SC-2 – see provisions	EXC	\$1,000.000 per occ.	\$ N/A			

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

Houchens Insurance Group

Agency or Brokerage

505 Wellington Way, Ste 350

Street Address

Lexington KY 40503

City State Zip

859-263-2771


Telephone Number

Travis Anderkin

Name of Authorized Representative

Producer

Title


Authorized Signature

01/29/24

Date

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

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

14. DEBARRED FIRMS

PROJECT NAME: Demolition of Shillito Tennis Court

BID NUMBER: Bid No. 4-2024

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

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

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

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

OMNI Commercial, LLC
Name of Firm Submitting Bid

Dublin Smith
Signature of Authorized Official

Office / Acct Manager
Title

1/29/24
Date

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: OMNI Commercial, LLC

Project: Demolition of Shillito Tennis Court Bid No. 4-2024

Printed Name and Title of Authorized Representative:

Debbie Smith, Office/Art Manager

Signature:

Debbie Smith

Date:

1/29/2024

END OF SECTION



ADDENDUM #1

Bid Number: **#4-2024**

Date: January 16, 2024

Subject: **Demolition of Shillito Tennis Courts**

Address inquiries to:
Kristie Thomas
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. The pre-bid meeting has been rescheduled to January 22, 2024, at 10:00am.
2. The bid opening has been moved to January 29, 2024, at 2:00pm.

Todd Slatin, Director
Division of Procurement

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: OMNI Commercial, LLC

ADDRESS: 2025 Leestown Road, Suite B, Lexington, KY, 40511

SIGNATURE OF BIDDER:





ADDENDUM #2

Bid Number: **#4-2024**

Date: January 22, 2024

Subject: **Demolition of Shillito Tennis Courts**

Address inquiries to:
Kristie Thomas
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. The estimated start date has been changed to August 1, 2024.
2. Part VI Contract Agreement, Section #2 Time of Completion has been revised to read:

"The time estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as sixty (60) calendar days to final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER."
3. The pre-bid meeting sign-in is attached.

Todd Slatin, Director
Division of Procurement

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: OMNI Commercial, LLC

ADDRESS: 2025 Leestown Road, Suite B, Lexington, KY, 40511

SIGNATURE OF BIDDER: _____



EQUIPMENT LIST

List Major Equipment Owned (Or Equivalent Lease-Purchase). This is a fillable PDF form.

You may use this form or provide your own form/list in a PDF format.

1. Big Tex Dump Trailer
2. Trail Maxx Trailer
3. Takuchi TL 12V2
4. Air Scrubber
5. 2004 Bobcat S150
6. 590 Super Back Hoe
7. HHTI BX3 Gas Tool (x 3.)
8. Rigid Pipe Threader
9. Wyco Concrete Vibrator
10. 2009 Bobcat TL30
11. Trowell Machine
12. Still Quicke Saw
13. Skidsteer Tracks for Bobcat
14. Drywall Master (x 2)
15. Scissorlift
16. Paint Sprayer (x 2)
17. Nikon Digital Surveyor
18. Floor Stripper
19. Bobcat Trencher
20. NH Tractor
21. High Perf. Vacuum
22. Wacker Generator
23. Cordless Rebar
24. Table Saw
25. Rotary Cutter
26. 2014 Bobcat Excavator
27. 1999 CAT 953L
28. Bush Hog
29. John Deere 245G
30. John Deere 325G

If more space needed, upload additional pages.

* Letter from Art's Rental confirming ability to rent/lease any additional.

ART'S RENTAL

EQUIPMENT & SUPPLY

8/31/23

Omni Commercial

141 Leestown Center Way Suite 125

Lexington, Ky 40511

To whom it may concern,

This is a letter that certifies Omni Commercial has a line of credit with Art's Rental Equipment, Inc. for all their construction equipment needs.

Art's Rental Equipment will stage equipment at our store or Omni Commercial can pick up at any of our 15 store locations. Omni Commercial will have access to the equipment that they currently have on contract, or any other available pieces of equipment we have in our fleet. Please see our website at www.artsrental.com to see all equipment in our fleet available to Omni Commercial. We will be available for equipment pick up twenty-four hours a day, seven days a week.

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



Amber M. Uhlmansiek

Art's Rental Equipment

215 East Sixth St.

Newport, Ky 41071

859-431-2621

amberp@artsrental.com



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

Demo Projects	Owner	Contract Amount	Date
Griffin Gate Marriott Concrete Replacement	Griffin Gate Marriott	\$ 47,395.00	Jul-16
Med Plaza Ramp Removal	University of Kentucky	\$ 48,794.00	Dec-16
Cardinal Hill Inn Demo	Jason Lodging LLC	\$ 91,000.00	May-19
Bluegrass Airport - Westside Garage Walkway Rehab	LFUCAB	\$ 109,088.50	Dec-20
Crystal Beach Pool Demo – Madison IN	City of Madison	\$ 243,595.25	Jan-23
City Of Frankfort - Demo Locker Room & Bathrooms	City of Frankfort	\$ 25,820.00	Apr-23
Lexmark Spoils Pile Removal	Lexmark	\$ 26,850.00	Jun-23
UK Demo of Chrysalis House & 600 S Broadway	University of Kentucky	\$ 155,000.00	Sep-23



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

List of Construction Projects

COMPLETED

Name of Project	Owner	Contract Amount	Completion Date	Cost % Self-Performed
Griffin Gate Marriott Mansion	Xenia Hotels	\$192,000.00	Jan-16	75%
Beaumont YMCA Locker Room and	YMCA of Central Kentucky	\$261,983.00	May-16	100%
Griffin Gate Marriott Maintenance Bay	Griffin Gate Marriott	\$52,244.00	Jul-16	100%
Griffin Gate Marriott Concrete	Griffin Gate Marriott	\$47,395.00	Jul-16	100%
Nicholasville Municipal Utilities	City of Nicholasville	\$161,745.00	Aug-16	50%
Med Plaza Ramp Removal	UK	\$48,794.00	Dec-16	100%
Northside YMCA Office Renovation	YMCA of Central Kentucky	\$307,585.00	Jan-17	74%
Griffin Gate Marriott JW's Dining	Griffin Gate Marriott	\$52,979.00	Jan-17	100%
Webasto New Clean Room	Webasto	\$231,260.36	Feb-17	73%
Good Samaritan MOB 2 nd Floor	UK	\$312,082.00	Mar-17	50%
Beaumont YMCA Pavilion	YMCA of Central Kentucky	\$39,337.00	Mar-17	100%
Griffin Gate Marriott Pro Shop & 19 th	Xenia Hotels	\$80,870.00	Mar-17	100%
Lexington Clinic Operating Room	Lexington Clinic	\$98,519.00	Apr-17	50%
Bluegrass Station Bldg 415 Pavilions	Commonwealth of Kentucky	\$71,345.00	May-17	100%
College of Nursing 5 th Floor	UK	\$510,000.00	May-17	70%
Lexington Clinic Ambulatory Service	Lexington Clinic	\$37,277.50	Jun-17	50%
Bluegrass Surgery & Gastro Office	Bluegrass Surgery & Gastro	\$58,450.00	Jul-17	84%
South Eastern Freight Lines Office	South Eastern Freight Lines	\$165,370.00	Aug-17	100%
Lansdowne Merrick Park Restrooms	LFUCG	\$261,108.00	Aug-17	85%
Caden School House Sidewalk	LFUCG	\$28,800.00	Aug-17	100%
Newtown Pike Welcome Sign Project	LFUCG	\$109,097.00	Sep-17	100%
Rocky Mtn ATV Office Renovation	Rocky Mtn ATV/MC	\$36,567.00	Sep-17	100%
Top Seed Tennis Club	Top Seed Tennis	\$304,117.00	Nov-17	100%
Spindletop Barn Repair	UK	\$127,785.00	Nov-17	100%
Griffin Gate Marriott Atrium Skylight	Griffin Gate Marriott	\$31,795.00	Dec-17	48%
Griffin Gate Marriott Precast Roof	Griffin Gate Marriott	\$28,318.00	Dec-17	30%
KAEC Office Renovation	KAEC	\$540,352.00	Jan-18	56%
Lexington Fire Dpt, Maintenance	LFUCG	\$457,783.00	Mar-18	73%
Miller Hall 1 st Floor Renovation	UK	\$360,405.00	Mar-18	63%
Slade Rest Area Repair	Commonwealth of Kentucky	\$101,740.90	Apr-18	54%
UK William B. Sturgill Building	UK	\$458,601.50	May-18	71%
Hamburg YMCA Pavilion	YMCA of Central Kentucky	\$423,497.00	May-18	58%
Beaumont YMCA Special Needs	YMCA of Central Kentucky	\$60,838.00	May-18	100%
Panera Bread - Palomar Interior and	Panera Bread	\$101,925.00	Jun-18	100%
Kentucky Life Property Management	The Legato Group, LLC	\$136,130.00	Aug-18	72%
College of Nursing Classroom 115	UK	\$151,780.00	Aug-18	68%
UK Pirri Equine Teaching Facility	UK	\$583,050.16	Oct-18	57%
UK Anderson 263 & Seaton 212	UK	\$67,984.00	Oct-18	44%
Burgin Independent Schools	Burgin Independent Schools	\$197,623.74	Oct-18	33%
UK Pence Hall Restroom Renovations	UK	\$90,533.00	Nov-18	39%
Project Little Brother	BGHD Holdings, LLC	\$89,119.00	Nov-18	29%
UK Good Samaritan Hospital	UK	\$113,900.00	Dec-18	100%
UK Ag North S304-S314 Lab	UK	\$68,244.00	Jan-19	18%
UK T.H. Morgan Room 202 Lab	UK	\$308,071.00	Jan-19	35%
Hamburg YMCA Performance Room	YMCA of Central Kentucky	\$44,018.00	Jan-19	100%
LifeStance Health - Georgetown	LifeStance	\$170,211.00	Feb-19	58%
Dept. Military Affairs USPFO	Commonwealth of Kentucky	\$472,566.00	Feb-19	10%
KYTC Scott Co. Weigh Station & Pole	Commonwealth of Kentucky	\$328,880.70	Mar-19	44%
Panera Bread #0974 Nicholasville	Panera Bread	\$152,456.00	Mar-19	78%
KCTCS Systems Office Renovation	City of Versailles	\$212,320.10	Apr-19	38%
UK Good Samaritan Hospital Med	University of Kentucky	\$39,500.00	Apr-19	100%
Bluegrass Area Development District	BGADD	\$117,099.00	May-19	0%
Boone National Guard Veterans	Kentucky National Guard	\$19,658.00	May-19	54%
UK Kentucky Clinic K201 & J201	University of Kentucky	\$449,626.00	Jun-19	55%
Workforce Development CHR	Commonwealth of Kentucky	\$446,408.38	Jul-19	27%
UK Medical Center College of	University of Kentucky	\$257,900.00	Jul-19	43%
LFUCG Thompson Road Park	LFUCG	\$179,000.00	Aug-19	45%
Woodford County Rest Area EAST	Commonwealth of Kentucky	\$370,114.88	Sep-19	23%
Woodford County Rest Area WEST	Commonwealth of Kentucky	\$370,114.88	Sep-19	23%
UK Gluck Equine Bldg Lab 448 & 450	University of Kentucky	\$178,447.07	Sep-19	28%
UK PAV CC C304A Convert Women's	University of Kentucky	\$743,525.51	Dec-19	35%
UK Gluck Equine Room 406	University of Kentucky	\$335,150.31	Feb-20	30%

DOCJT-Mat Room Reno &	Commonwealth of Kentucky	\$149,756.53	Feb-20	92%
UKGS B207C Renovate for CT	University of Kentucky	\$213,561.00	Feb-20	30%
Alltech Bepex Granulator	Alltech Inc	\$294,479.28	Mar-20	0%
Leggett & Platt Cafeteria/Office	Leggett & Platt Inc	\$55,848.00	Mar-20	63%
UKGS MOB 300 Add Exam Rooms	University of Kentucky	\$318,800.97	Apr-20	38%
UK HA216 Renovate for Bi-Plane	University of Kentucky	\$697,070.00	May-20	26%
UK PAV A, PAV H & UKGS eICU Patient	University of Kentucky	\$299,812.38	May-20	90%
EKU Powell Building OMA Office	Eastern Kentucky University	\$143,258.25	May-20	10%
UK PAV-G Radial Lounge	University of Kentucky	\$167,259.00	Jun-20	35%
Cardinal Hill Inn Demo	Jason Lodging LLC	\$91,000.00	May-19	100%
YMCA Beaumont Family Locker Room	YMCA of Central Kentucky	\$116,136.00	Jun-20	38%
UK McVey Hall Room 111	University of Kentucky	\$75,674.00	Jun-20	40%
Stamping Ground Elementary	Scott County Board of	\$1,068,534.81	Aug-20	40%
DOCJT-McKinney Skills Indoor Firing	Commonwealth of Kentucky	\$94,861.57	Aug-20	15%
Salato Diversity Annex Building	Commonwealth of Kentucky	\$580,647.03	Aug-20	27%
Salato Renovation of Bear Enclosure	Commonwealth of Kentucky	\$122,602.99	Aug-20	29%
UK PAVH 409 Space Renovation	University of Kentucky	\$424,962.73	Aug-20	32%
McIntyre Hall Stabilization	Community Ventures	\$736,632.66	Sep-20	55%
BCTC Cadaver Observation Lab	Commonwealth of Kentucky	\$69,000.00	Sep-20	19%
UK PAV HA KCH Outpatient Space	University of Kentucky	\$375,000.00	Oct-20	40%
Harrison County Schools - Central	Harrison County BOE	\$1,054,000.00	Oct-20	20%
Marion Co Middle School Addition &	Marion Co BOE	\$1,298,000.00	Dec-20	36%
UK Gluck Equine Building Lab 446	University of Kentucky	\$173,500.00	Dec-20	32%
Bluegrass Airport - Westside Garage	LFUCAB	\$109,088.50	Dec-20	14%
UK PAVH 4th Floor PICU Bathroom	University of Kentucky	\$402,000.00	Dec-20	11%
DMA - Bldg 415 Modifications	Commonwealth of Kentucky	\$1,037,000.00	Jan-21	8%
LFUCG Fayette Co Courthouse	LFUCG	\$396,700.00	Jun-21	10%
UK Med Plaza B303 Refurbishment	University of Kentucky	\$35,470.00	Jun-21	33%
Tractor Supply Hillsboro	Pivotal Retail Group LLC	\$470,997.00	Jun-21	8%
BCTC Renovate Leestown Bldg B	Commonwealth of Kentucky	\$359,000.00	Aug-21	17%
UKHC Gill MRI Replacement	University of Kentucky	\$158,000.00	Nov-21	17%
LG&E AOC Phase III Office Expansion	LG&E and KU Services	\$672,203.00	Nov-21	9%
Tractor Supply Hamilton	Pivotal Retail Group LLC	\$475,640.00	Dec-21	8%
UK Renovate Shell Space Hospital	University of Kentucky	\$207,000.00	Dec-21	11%
EKU Combs Building Renovation	Eastern Kentucky University	\$177,500.00	Dec-21	14%
City of Shelbyville - Police Department	City of Shelbyville	\$761,100.00	Sep-21	10%
DMA-BNGC Auditorium	Commonwealth of Kentucky	\$1,628,000.00	Aug-21	11%
DMA-Richmond Readiness Ctr Interior	Commonwealth of Kentucky	\$1,054,900.00	Oct-21	15%
Berea Farmers Market	City of Berea	\$565,400.00	May-21	12%
Challenge Plant 11 Life Safety & Steel	Challenge Mfg.	\$371,756.00	Nov-21	10%
EKU Divine Nine Campus Plaza	Eastern Kentucky University	\$173,900.00	May-21	5%
KSD - Campus Systems Steam Rev II	Commonwealth of Kentucky	\$503,000.00	Apr-21	5%
UK PAV H H410 & H411 Pediatric	University of Kentucky	\$487,000.00	Apr-22	10%
KSFB - Prestonia Grounds &	Commonwealth of Kentucky	\$1,404,600.00	Jul-21	10%
UK Anthropology Bldg	University of Kentucky	\$508,900.00	Jun-22	10%
East KY Power Coop HQ Office	East KY Cooperative	\$2,136,967.79	Jun-22	20%
East KY Power Coop Control Room	East KY Cooperative	\$33,046.92	Jul-22	20%
Marshall's - Maysville	Deville Development	\$713,228.00	Feb-23	15%
Marshall's Tenant - Maysville	Deville Development	\$1,308,715.00	Sep-22	15%
Captain D's - Whitehall OH	Captain D's LLC	\$730,866.00	Dec-22	25%
UK Medical Science Building 6th Floor	University of Kentucky	\$296,900.00	Dec-23	30%
Tractor Supply - 1212 Paris, KY	Tractor Supply Company	\$176,263.00	Dec-23	40%
Tractor Supply - 1460 Cynthiana, KY	Tractor Supply Company	\$184,567.00	Jan-23	40%
Crystal Beach Pool Demo - Madison	City of Madison	\$243,595.25	Jan-23	80%
UK LC Little Library Rms	University of Kentucky	\$198,500.00	Mar-23	20%
Barnhill Midway	Brion Barnhill	\$1,463,286.00	Jan-23	10%
TSC - 664 Circleville, OH	Tractor Supply Company	\$196,663.00	Nov-22	4000%
UK Vascular Surgery Reno KY Clinic	University of Kentucky Wayne	\$478,500.00	Jun-23	25%
TSC - 380 Kingsport TN	Tractor Supply Company	\$237,852.00	Jan-23	10%
City Of Frankfort - Demo Locker Room	City of Frankfort Mike	\$25,820.00	Apr-23	100%
Three Star Mall, TN - Demising Wall	Monroe Retail Group, LLC	\$3,450.00	Apr-23	0%
White Castle LV24 Frankfort KY	White Castle Kentucky, LLC	\$13,800.00	Apr-23	0%
Lexmark Spoils Pile Removal	Lexmark 740 E New Circle Rd	\$26,850.00	Jun-23	100%
UK Engineering Robotics Tech Area	University of Kentucky	\$128,500.00	Jun-23	90%
UK Vascular Surgery Reno KY Clinic	University of Kentucky	\$478,500.00	Jun-23	75%
Captain D's - Hazelwood MO	Captain D's LLC	\$1,181,647.00	Jun-23	15%
TSC - 1392 Alexandria KY	Tractor Supply Company	\$551,232.00	Jun-23	40%
UK PAV WH Basement Restrooms	University of Kentucky	\$31,041.00	Jul-23	10%
UKGS C017 Expand Retail Pharmacy	University of Kentucky	\$29,647.00	Jul-23	45%
Alltech - Dryer Building Addition	Alltech	\$141,662.75	Aug-23	20%
duPont Manual HS Life Skills Kitchen	Jefferson County Public Schools	\$277,500.00	Jul-23	30%
UK Chemistry Physics Rms 153 &	University of Kentucky	\$498,000.00	Sep-23	15%
UK Gatton Bus & Econ Suites Dean	University of Kentucky	\$248,000.00	Aug-23	20%
Panera-600798 Hanover, PA	Panera, LLC	\$89,504.00	Aug-23	25%
UK Radiology Equipment Removal	University of Kentucky	\$19,842.00	Aug-23	100%
Alltech Grinder Phase I Springfield, KY	Alltech	\$285,304.00	Aug-24	0%

UK CAER Lab 2 Rm 154B Lexington,	University of Kentucky	\$4,967.00	Sep-23	30%
UK Demo of Chrysalis House & 600 S	University of Kentucky	\$155,000.00	Nov-23	100%



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List of Current Projects	Owner	Contract Amount	% Complete	Completion Date	POC	Phone #
EKU Bypass Pedway	Eastern Kentucky University	\$ 1,993,000.00	95	3/30/2024	Sam Montgomery	859-368-9712
Garrard Co EMS	Garrard Co Fiscal Court	\$ 3,884,000.00	90	1/30/2024	John Wilson	859-824-3355
Carl D Perkins Apartments	Heritage Housing	\$ 5,471,840.00	90	2/20/2024	David McCarthy	203- 838-3388
UK Modify Robotics Rms R9,R112,R112C for New Equipment	University of Kentucky	\$ 449,300.00	95	9/12/2023	Ken Scott	859-252-6781
UK PAV HA Forensics/Pediatric Sleep Study	University of Kentucky	\$ 2,199,000.00	85	3/1/2024	Angela Powell	859-381-7677
UK PAV HA #631 Specimen Imaging Lab Reno	University of Kentucky	\$ 397,000.00	10	5/12/2024	Ken Scott	859-252-6781
Tractor Supply - 749 Williamstown	Pivotal Retail Group LLC	\$ 258,537.00	0	TBD	Ron Stewart	615-861-0352
LFUCG Black & Williams Gymnasium Reno	Lexington-Fayette Urban County Gov	\$ 1,319,588.00	5	5/25/2024	Josh Ives	859-258-3930
UK PAV H 153&153B Clinical Faculty Office Reno Lexington, KY	University of Kentucky	\$ 208,000.00	85	2/15/2024	Tomi Antic	859-327-4693
Jessamine Co Health Department Expansion Nicholasville, KY	Jessamine County Health Department	\$ 2,394,000.00	45	4/23/2024	Randy Gooch	859-494-9320
Tractor Supply - 1259 Glen Dale WV	Tractor Supply Co	\$ 178,851.00	0	TBD	Brian Elliott	614-869-9508
Alltech Grinder Phase II Springfield, KY	Alltech	\$ 393,401.00	5	8/31/2024	Jeff Hosp	859-553-1869
Madison Co Hall of Justice Richmond, KY	City of Richmond	\$ 720,400.00	45	8/31/2024	Tim Gross	859-623-1000
TSC-406 Amherst OH	Tractor Supply Co	\$ 189,900.00	95	1/31/2024	Brian Elliott	614-869-9508
Total		\$ 20,056,817.00				



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

Construction Experience of OMNI's Key Personnel

Brandon Tyree (Project Manager/Principal)

Brandon has been in the construction industry his entire life helping with his family's business. His experience began as a performer, learning the processes firsthand of each trade required to perform the project. He grew into the position of Assistant Site Superintendent before finishing high school, working on projects such as Judicial Centers, Police Stations, and Industrial Additions. Brandon's desire to continue to grow and challenge himself in the construction world led him to multiple sectors of the industry. By the age of 30, Brandon had started his own company and successfully completed a high school renovation. It should be said that Brandon's experience has been established not by a classroom background, but by actual hands-on performance with the veterans of each trade.

Tim Albright (Field Operations Manager)

Tim has over 17 years construction management experience. In Tim's previous positions he has learned and performed each task firsthand that he now manages. Tim has a fine understanding of how to manage each project most effectively he is tasked with and communicates efficiently with the team that is working on it. Tim brings a vast amount of knowledge from his experience in the field and is a key team member to problem solving while remaining a team player.

Jeffrey Weneck (Operations Manager)

Thorough Operations Manager with track record of delivering superior results. Focused leader with over 20 years of experience finding innovative ways to grow revenue and increase margins and increase team loyalty. Excellent at leading, empowering, and growing world class teams that thrive. Well-versed in managing budgets with full P&L responsibility, negotiating contracts, and building lasting relationships with vendors, clients, and partners.



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

Debbie Smith (Office/Account Manager)

Debbie has over 25 years' experience in Office Administration and Office Management. She is responsible for the company's Accounting (accounts payable, accounts receivable) and financial reporting as well as job costs, contract administration and Human Resources. Professional and dedicated, Debbie runs the office smoothly with great organization and efficiency.

Audrey Tyree (Office Administrator)

Audrey brings with her years of administrative experience. Audrey is critical in helping with labor budgets and making sure jobs stay on schedule, and budget. With her exceptional organizational skills, she helps OMNI run like a well-oiled machine. She is responsible for payroll, overseeing federally funded projects, employee compliance, general liability, and workers' compensation compliance.

Dewey Blevins (Senior Project Manager)

Dewey has over 30 years management experience including finance, budgeting, planning and project management. In Dewey's previous position as Director of the Department of Finance for the Commonwealth of Kentucky, he oversaw up to 150 employees. Dewey brings a strong team building, planning and problem-solving skillset to the OMNI team.

Jeff Crockett (Project Manager)

Jeff brings vast experience from several different industries. He is a multi-faceted, efficient, and reliable professional with a strong desire to learn, complete projects on time and help create an enjoyable atmosphere in which to work. While Jeff offers a diversified skill set covering sales, project management, client relations, HR, and marketing he has a fine attention to detail. Excellent interpersonal skills with the ability to lead a group or work independently.



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

Thomas Bryant (Project Manager)

Thomas has over 13 years of project management and construction management experience. Thomas has gained extensive knowledge through his experience in the field and is a key team member in solving problems while maintaining team spirit. Thomas knows very well how to manage any project most effectively he is responsible for and communicates effectively with the team working on the project. In Thomas' previous position, he personally learned and performed every task he now tackles.

Aaron Voynar (IT Manager)

Aaron watches over the technology that keeps data moving and the lines of communication open between Omni's staff and clients. Operating from a lifetime love of technology, and backed up with education and experience, he works behind the scenes to make sure tools such as computers, phones, networks, and mobile devices continue to function as designed.

Heather Perkins (Marketing Manager)

Heather brings a diverse skillset to the OMNI team with over 15 years of Marketing, Business Development, and Communications experience. She specializes in creative content and developing internal and external communications. In addition, her duties involve creating and tracking advertising, digital campaigns, social media management, website content and certificate of insurance management.

Richard Pesta (Estimator)

Attended Ferris State University and earned a bachelor's in accountancy and computer information systems with a Minor in Microcomputer Applications. Worked as an Information Technology Specialist - Computer Technician-Network Engineer for 25 years. Started working as an Assistant Project Manager for MBR Construction, a public works construction company. Worked as Project Manager for 8 years. Working in Estimating for the last 10 years. As a result of working in project management -estimating -construction management, using growth opportunities allowing utilization of my leadership skills and experience. , learning all aspects of the construction industry has advanced my career.



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Ty Allen-Crutcher (Administrative Assistant)

Ty brings a diverse skillset to the OMNI team with over 20 years of banking experience primarily focused on operational improvements including operational systems, performance, and processes. In her role as Administrative Assistant, she works closely with the Project Managers managing Subcontractor Agreements as well as Purchase and Change Order requests.

Lorie Post (Office Manager Assistant/Receptionist)

Lorie joined OMNI in 2023 as our Office Manager Assistant/Receptionist to carry out a variety of office responsibilities. She has been in the construction industry going on ten years. She has excellent people skills and customer relations. She has experience in all areas of secretarial duties and assists each department as needed.



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

Brandon Tyree

President

Work Experience

OMNI Commercial | 2016 - Present

Owner

- Managing General Work associated with Scope of Work
- Appointing Managers
- Setting Measurable Standards of Performance for Each Department

BJT Properties LLC | 2014 - Current

Owner

- Inspecting Properties and Arranging for Repairs and New Materials as Required
- Collecting Rent and Other Property Fees from Tenants

Projects

- Garrard Co EMS
- EKU Bypass Pedway
- City of Mt Vernon Streetscape
- Highland Festival Grounds

Professional Skill

- Flexible Planning
- Risk Management
- Communication
- Industry Knowledge




Profile

Brandon has been in the construction industry his entire life helping with his family's business. His experience began as a performer, learning the processes firsthand of each trade required to perform the project. He grew into a position of Assistant Site Superintendent before finishing high school, working on projects such as Judicial Centers, Police Stations, and Industrial Additions. Brandon's desire to continue to grow and challenge himself in the construction world, led him to multiple sectors of the industry. By the age of 30, Brandon had started his own company and successfully completed a high school renovation. It should be said that Brandon's experience has been established not by a classroom background, but by actual hands-on performance with the veterans of each trade.

Contact

 859.302.1479

 2025 Leestown Rd, Suite B
Lexington, KY 40511

 brandon@omnicommercialky.com

Education

- Madison Southern High School
- Certified Healthcare Contractor





GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

Tim Albright

Field Operations Manager

Work Experience

OMNI Commercial | 2021 - Present
Field Operations Manager

- Managing Project Operations & Teams
- Ensuring Schedules are Updated
- Collaborating with team on changes
- Communicating with Management

Dean Builds | 2019 - 2021
Operations Manager

- Managed Schedules
- Communicated Budgets
- Created Plans of Action
- Oversaw day to day operations




Denham Blythe | 2005 - 2019
Site Supervisor

- Managed Schedules
- Communicated Budgets
- Hands On Work

Projects

- Garrard County EMS
- EKV Bypass Pedway
- Barnhill Chimney Supply
- Captain D's

Professional Skill

- Planning 
- Problem Solving 
- Communication 
- Industry Knowledge 



Profile

Tim has over 18 years construction management experience. In Tim's previous positions he has learned and performed each task first hand that he now manages. Tim has a fine understanding of how to most effectively manage each project he is tasked with and communicates efficiently with the team that is working on it. Tim brings a vast amount of knowledge from his experience in the field and and is a key team member to problem solving while remaining a team player.

Contact



859.513.0826



2025 Leestown Rd, Suite B
Lexington, KY 40511



talbright@omnicommercialky.com

Education

- Rockcastle High School



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

Thomas Bryant

Project Manager

Work Experience

OMNI Commercial | 2022 - Present

Demolition Project Manager

- Managing Timelines, Budgets & Subs
- Hands On Work
- Submitting Reports
- Communicating with Client

Innovative Demolition Service | 2018 - 2022

Project Manager

- Supervised Projects
- Training Employees
- Machine Maintenance
- Worked Closely with Customer
- Managed Timelines

Concrete Coring Co. | 2010 - 2018

Estimator/Project Coordinator

- Managing Timelines & Budgets
- Submitting Reports
- Communicating with Client

Projects

- City of Madison Crystal Beach Demo
- City of Frankfort Pool Admissions Bldg. Demo
- City of Hazelwood Auto Body Shop Demo

Professional Skill

- Planning
- Problem Solving
- Communication
- Industry Knowledge



Profile

Thomas has over 13 years of experience in construction, with a focused concentration in demolition. Thomas has gained extensive knowledge through his experience in the field and is a key team member in solving problems while maintaining a team spirit. Thomas knows very well how to manage any project most effectively he is responsible for and communicates successfully with the team working on the project to ensure the project remains on schedule and budget. In Thomas' previous position, he personally learned and performed every task he now tackles. Understanding the industry from the varying positions allows Thomas to maximize results and has given him a well-respected reputation in the construction industry.

Contact



859.539.9207



2025 Leestown Rd, Suite B
Lexington, KY 40511



tbryant@omnicommercialky.com

Education

- Scott County High School
- OSHA 30, Silica, Bloodborne Pathogens, CPR, First Aid & Equipment Training



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

Jeffrey Weneck

Operations Manager



Work Experience

OMNI Commercial | 2022 - Present

Operations Manager

- Oversee operations
- Coordinate with PM's to drive initiatives
- Evaluate company performance by analyzing and interpreting data and metrics
- Vendor contract negotiations to obtain favorable pricing and scheduling parameters

GoldenQuest, LLC | 2016 - 2022

Operations Manager

- Created cultural atmosphere of trust, solutions based thinking and creative thinking
- Orchestrate all areas of HR to include hiring, training, staff retention, policies, & raises
- Oversaw business-wide changes to modernize procedures and organization.
- Refined organizational structure to consolidate, streamline and delineate necessary functions.

Professional Skill

- Budgeting
- Process Engineering
- Communication
- Organization

Profile

Thorough Operations Manager with track record of delivering superior results. Focused leader with over 20 years of experience finding innovative ways to grow revenue and increase margins and increase team loyalty. Excellent at leading, empowering, and growing world class teams that thrive. Well-versed in managing budgets with full P&L responsibility, negotiating contracts, and building lasting relationships with vendors, clients, and partners.

Contact



859.913.8249



2025 Leestown Rd, Suite B
Lexington, KY 40511



jweneck@omnicommercialky.com

Education

- 1993-08 - 1993-12 Business Administration & Management
Seton Hill University - Greensburg, PA
- 1989-08 - 1990-05 Business Administration & Management
Westmoreland County Community College
- 1981-08 - 1983-12 Business Administration & Management
Thiel College - Greenville, PA



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

Audrey Tyree

Office Administrator



Work Experience

OMNI Commercial | 2016 - Present
Office Administrator

- Prepares Payroll
- Oversees Federally Funded Projects
- Employee Compliance
- Insurance Compliance

BJT Properties LLC | 2014 - 2016
Office Administrator

- Prepare Payroll
- Oversaw Daily Admin Functions
- Manage HR

Certified Properties LLC | 2012 - 2014
Office Administrator

- Prepare Payroll
- Oversaw Daily Admin Functions
- Manage HR

Professional Skill

- Bookeeping
- Attention to Detail
- Communication
- Organization

Profile

Audrey brings with her years of administration experience. Audrey is critical in helping with labor budgets and making sure jobs stay on schedule, and budget. With her exceptional organizational skills, she helps OMNI run like a well-oiled machine. She is responsible for payroll, overseeing federally funded projects, employee compliance, general liability and workers' compensation compliance.

Contact



859.979.1565



2025 Leestown Rd, Suite B
Lexington, KY 40511



Audrey@omnicommercialky.com

Education

- Madison Southern High School



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

Debbie Smith

Office & Accounts Manager

Work Experience

OMNI Commercial | 2018 - Present
Office & Accounts Manager

- Perform all Accounts Payable
- Perform all Accounts Receivable
- Accounts Management - bank, cards etc.
- Reporting - taxes, accounts, job costing
- Contracts, Subcontracts, Purchase Orders

Codell Construction | 2015 - 2018
Executive Assistant

- Assist Executives, Project Managers & Accounting
- Track & Complete Change Orders
- Maintain Files

HealthTech Solutions LLC | 2014 - 2015
Human Resources / Administrative Assistant

- Manage HR Policies
- Payroll Processing
- Expense Reports

Professional Skill

- Bookkeeping
- Attention to Detail
- Communication
- Organization



Profile

Debbie has over 25 years experience in Office Administration and Office Management. She is responsible for the company's Accounting (accounts payable, accounts receivable) and Financial reporting as well as job costs, contract administration and Human Resources. Professional and dedicated, Debbie runs the office smoothly with great organization and efficiency.

Contact



859.559.8485



2025 Leestown Rd, Suite B
Lexington, KY 40511



debbie@omnicommercialky.com

Education

- George Rogers Clark High School