



LEXINGTON

Bid 114-2023 Addendum 1

Connhurst, LLC

Connhurst, LLC

Supplier Response

Event Information

Number: Bid 114-2023 Addendum 1
Title: E Third & Ohio Stormwater and Sanitary Improvements
Type: Competitive Bid
Issue Date: 9/21/2023
Deadline: 10/12/2023 02:00 PM (ET)

Contact Information

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

Connhurst, LLC Information

Contact: David Terence Bailey
Address: 879 Wilson Run Rd
Wallingford, KY 40360
Phone: (606) 336-4224
Email: tbailey.connhurst@windstream.net
Web Address: None

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

David Bailey

Signature

tbailey.connhurst@windstream.net

Email

Submitted at 10/12/2023 12:23:26 PM (ET)

Response Attachments

PART 3 FORM OF PROPOSAL copy.pdf

Form of Proposal

Bid Bond.pdf

Bid Bond

Bid Lines

1 Package Header

Division A - Storm Sewer

Quantity: 1 UOM: EA Total:

Package Items

1.1 36-Inch RCP Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Full Depth Crushed Stone, Including Fittings and Any Additional Fill Required for Regrade, Unclassified Excavation, Complete

Quantity: 950 UOM: LF Price: Total:

1.2 30-Inch Storm Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Full Depth Crushed Stone, Including Fittings and Any Additional Fill Required for Regrade, Unclassified Excavation, Complete

Quantity: 430 UOM: LF Price: Total:

1.3 15-Inch Storm Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Full Depth Crushed Stone, Including Fittings and Any Additional Fill Required for Regrade, Unclassified Excavation, Complete

Quantity: 200 UOM: LF Price: Total:

1.4 Furnish and Install 6-Foot Diameter Storm Sewer Manhole, All Depth, Including Frame and Cover, Unclassified Excavation, Complete

Quantity: 11 UOM: EA Unit Price: Total:

1.5 Furnish and Install Curb Box Inlet Type B, Unclassified Excavation, Complete

Quantity: 4 UOM: EA Unit Price: Total:

1.6 Furnish and Install Curb Box Inlet Type D, Unclassified Excavation, Complete

Quantity: 5 UOM: EA Unit Price: Total:

1.7 Tie into Existing Storm Structure

Quantity: 4 UOM: EA Unit Price: Total:

1.8 Remove Concrete Curb and Gutter, Complete

Quantity: 600 UOM: LF Price: Total:

1.9 Curb and Gutter, Furnish and Install, Type 1, per LFUCG Standard Detail, Complete

Quantity: 600 UOM: LF Price: Total:

1.10 Remove Concrete Sidewalk

Quantity: 50 UOM: SY Price: Total:

1.11 Concrete Sidewalk to Match Existing Thickness

Quantity: 50 UOM: SY Price: Total:

1.12 Class 1, Bituminous Surface, 2" (Full Width Paving), Including Milling

Quantity: 4750 UOM: SY Price: Total:

1.13 Concrete Cap Above Trench (1,350 L.F., 7' Wide)

Quantity: 200 UOM: CY Price: Total:

1.14 Safe Load Pipe, as Shown on Plans, Including Bulkheading Pipes as Needed, Complete

Quantity: 110 UOM: CY Price: Total:

1.15 Safe Load Existing Storm Sewer Manhole

Quantity: 3 UOM: Each Unit Price: Total:

1.16 Driveway Apron

Quantity: 25 UOM: SY Price: Total:

1.17 Roadway Striping

Quantity: 1 UOM: Each Unit Price: Total:

1.18 Seeding

Quantity: 300 UOM: SY Price: Total:

1.19 Erosion and Sediment Control (Silt Fence, Inlet Protection)

Quantity: 1 UOM: LS Price: Total:

1.20 Mobilization (2.0% Maximum)

Quantity: 1 UOM: LS Price: Total:

1.21 Demobilization (1.0% Maximum)

Quantity: 1 UOM: LS Price: Total:

1.22 Traffic Control

Quantity: 1 UOM: LS Price: Total:

1.23 18-Inch Storm Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Full Depth Crushed Stone, Including Fittings and Any Additional Fill Required for Regrade, Unclassified Excavation, Complete

Quantity: 25 UOM: Linear Feet Price: Total:

1.24 Furnish and Install 4-foot diameter Storm sewer manhole, all depths, including frame and cover, unclassified excavation, complete

Quantity: 1 UOM: Each Unit Price: Total:

2 Package Header

Division B - Sanitary Sewer

Quantity: 1 UOM: EA Total:

Package Items

2.1 Furnish and Install 4-Foot Diameter Manhole, All Depths, Including Frame and Cover, Unclassified Excavation, Complete

Quantity: 4 UOM: Each Unit Price: Total:

2.2 "8-Inch SDR 35, ASTM D3034 PVC

Gravity Sewer Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Detectable Tape and Copper-Coated Wire, Unclassified Excavation, All Depths, Complete"

Quantity: 371 UOM: LF Price: Total:

2.3 8-Inch Ductile Iron Gravity Sewer Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Detectable Tape and Copper-Coated Wire, Unclassified Excavation, All Depths, Complete

Quantity: 139 UOM: LF Price: Total:

2.4 *Line deleted as part of an Addendum*

2.5 Lateral Installation, 6-Inch or 4-Inch Pipe, to Match Existing Lateral, Furnishing, Trenching, Bedding, Laying, Including Clean Out Fittings, Complete, All Active Laterals Reinstalled

Quantity: 15 UOM: EA Unit Price: Total:

2.6 Concrete Cradle and Pier, Complete

Quantity: 2 UOM: EA Unit Price: Total:

2.7 Bypass Pumping, Complete

Quantity: 1 UOM: LS Price: Total:

2.8 Concrete Cap above trench (505 LF, 6' wide)

Quantity: 56 UOM: Cubic Yard Price: Total:

2.9 Remove Concrete Curb and Gutter, Complete

Quantity: 50 UOM: Linear Feet Price: Total:

2.10 Curb and Gutter, Furnish and Install, Type 1, per LFUCG standard detail, Complete

Quantity: 50 UOM: Linear Feet Price: Total:

2.11 Remove concrete sidewalk

Quantity: 10 UOM: Square Yard Price: Total:

2.12 Concrete Sidewalk to match existing thickness

Quantity: 10 UOM: Square Yard Price: Total:

2.13 Driveway Apron Replacement

Quantity: 10 UOM: Square Yard Price: Total:

2.14 CCTV gravity line and laterals post work

Quantity: 1 UOM: Lump Sum Price: Total:

Response Total: \$2,179,875.00

BID BOND

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

CONTRACTOR:

(Name, legal status and address)

ConnHurst, LLC
3534 State Highway 1626
Olive Hill, KY 41164

SURETY:

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

Old Republic Insurance Company
300 E Business Way, Suite 200
Cincinnati, OH 45241

OWNER:

(Name, legal status and address)

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

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

PROJECT:

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

East Third and Ohio Street Stormwater and Sanitary Sewer Improvements

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

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

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

Signed and sealed this 12th day of October, 2023.

Donna R. Conn
(Witness)

Luke Bailey
(Witness) Luke Bailey

ConnHurst, LLC

Judd R. Conn
(Principal) (Seal)

Vice President
(Title)

Old Republic Insurance Company
(Surety) (Seal)

Amanda Colley
(Attorney-in-Fact) Amanda Colley



POWER OF ATTORNEY

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

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

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28th day of September, 2022.

[Signature of Karen J. Haffner]

Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

[Signature of Alan Pavlic]

Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 28th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



[Signature of Kathryn R. Pearson]

Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

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

27-0377



Signed and sealed at the City of Brookfield, WI this 12th day of October, 2023.

[Signature of Karen J. Haffner]

Assistant Secretary

ORSC 11008 (6-93)

PEOPLES INS AGENCY INC

PART 3

FORM OF PROPOSAL

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PART III
Invitation to Bid No. 114-2023

East Third and Ohio Street Stormwater and Sanitary Sewer Improvements

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: October 12, 2023

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

This Proposal Submitted by Connhurst, LLC

879 Wilson Run Road, Wallingford KY 41093

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as corporation

"a corporation," "a partnership", or an "individual" as applicable.

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

Gentlemen:

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

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$1000 for each consecutive calendar day thereafter.

3. BIDDERS AFFIDAVIT

Comes the Affiant, Freddie R Conn, and after being first duly sworn, states under penalty of perjury as follows:

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

Further, Affiant sayeth naught.

Freddie R Conn
(Affiant)

STATE OF Kentucky

COUNTY OF Carter

The foregoing instrument was subscribed, sworn to and acknowledged before me by

Freddie R Conn on this the 12 day of Oct, 2023.

My Commission expires: 03-10-27

Donna R. Conn
NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE–SCHEDULE OF VALUES

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

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

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

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

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

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX QTY.	UNIT PRICE WITH WRITTEN DESCRIPTION	TOTAL
	Division A—Storm Sewer				
1	36-Inch RCP Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Full Depth Crushed Stone, Including Fittings and Any Additional Fill Required for Regrade, Unclassified Excavation, Complete	L.F.	950	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
2	30-Inch Storm Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Full Depth Crushed Stone, Including Fittings and Any Additional Fill Required for Regrade, Unclassified Excavation, Complete	L.F.	430	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
3	15-Inch Storm Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Full Depth Crushed Stone, Including Fittings and Any Additional Fill Required for Regrade, Unclassified Excavation, Complete	L.F.	200	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
4	Furnish and Install 6-Foot Diameter Storm Sewer Manhole, All Depth, Including Frame and Cover, Unclassified Excavation, Complete	Each	11	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX QTY.	UNIT PRICE WITH WRITTEN DESCRIPTION	TOTAL
5	Furnish and Install Curb Box Inlet Type B, Unclassified Excavation, Complete	Each	4	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
6	Furnish and Install Curb Box Inlet Type D, Unclassified Excavation, Complete	Each	5	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
7	Tie into Existing Storm Structure	Each	4	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
8	Remove Concrete Curb and Gutter, Complete	L.F.	600	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
9	Curb and Gutter, Furnish and Install, Type 1, per LFUCG Standard Detail, Complete	L.F.	600	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
10	Remove Concrete Sidewalk	S.Y.	50	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
11	Concrete Sidewalk to Match Existing Thickness	S.Y.	50	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
12	Class 1, Bituminous Surface, 2" (Full Width Paving), Including Milling	S.Y.	3750	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
13	Concrete Cap Above Trench (1,350 L.F., 7' Wide)	C.Y.	175	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
14	Safe Load Pipe, as Shown on Plans, Including Bulkheading Pipes as Needed, Complete	C.Y.	110	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
15	Safe Load Existing Storm Sewer Manhole	Each	3	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
16	Driveway Apron	S.Y.	25	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
17	Roadway Striping	Each	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
18	Seeding	S.Y.	300	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
19	Erosion and Sediment Control (Silt Fence, Inlet Protection)	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
20	Mobilization (2.0% Maximum)	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
21	Demobilization (1.0% Maximum)	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
22	Traffic Control	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
	Division A Subtotal				IONWAVE WILL CALCULATE

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX QTY.	UNIT PRICE WITH WRITTEN DESCRIPTION	TOTAL
	Division B—Sanitary Sewer				
1	Furnish and Install 4-Foot Diameter Manhole, All Depths, Including Frame and Cover, Unclassified Excavation, Complete	Each	4	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
2	8-Inch SDR 35, ASTM D3034 PVC Gravity Sewer Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Detectable Tape and Copper-Coated Wire, Unclassified Excavation, All Depths, Complete	L.F.	371	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
3	8-Inch Ductile Iron Gravity Sewer Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Detectable Tape and Copper-Coated Wire, Unclassified Excavation, All Depths, Complete	L.F.	139	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
4	Encasement Pipe, as shown on the Plans	L.F.	25	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
5	Lateral Installation, 6-Inch or 4-Inch Pipe, to Match Existing Lateral, Furnishing, Trenching, Bedding, Laying, Including Clean Out Fittings, Complete, All Active Laterals Reinstalled	Each	15	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
6	Concrete Cradle and Pier, Complete	Each	2	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
7	Bypass Pumping, Complete	L.S.	1	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
	Division B Subtotal				IONWAVE WILL CALCULATE
TOTAL BASE BID (DIVISIONS A AND B)					
TOTAL BID AMOUNT					

TOTAL OF ALL BID PRICES FOR **East Third and Ohio Street Stormwater and Sanitary Sewer Improvements** (Divisions A and B) in words and figures. In case of discrepancy, the amount shown in words will govern.

_____ (\$_____).

Submitted by:

Connhurst,

Firm

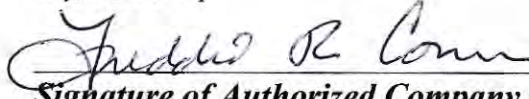
879 Wilson Run Road

Address

Wallingford KY 41093

City, State & Zip

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



Signature of Authorized Company Representative – Title

Freddie R. Conn

Representative/s Name (Typed or Printed)

(606) 286-0387

Area Code – Phone – Extension

(606) 286-6263

Fax #

connhurst@hotmail.com

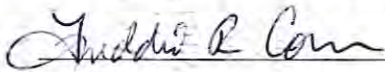
E-Mail Address

OFFICIAL ADDRESS:

Connhurst, LLC

879 Wilson Run Road

Wallingford KY 41093



(Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: **Connhurst, LLC**
- 2. Permanent Place of Business: **Wallingford, Kentucky**
- 3. When Organized: **08/14/2006**
- 4. Where Incorporated: **Kentucky**
- 5. Construction Plant and Equipment Available for this Project:

 15 Excavators - Caterpillar , John Deere, Hyundai, Kobelco and Link-Belt
 8 - Skid Steer Loaders - John Deere, Caterpillar and Volvo
 11 - Heavy Duty Pickups
 2 - Tractor and Trailor Lowboys
 5 - Heavy Dump Trucks (Dual Axle and Tri axle
 3 - Large Rock hammers for Excavators, 1- Bulldozer

(Attach Separate Sheet If Necessary)

- 6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.
- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

 Old Republic Insurance Company (Surety)

Signed: **Jack Massey** (Representative of Surety)

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

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

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Boyd County Contract 211056,	Ashland, KY	\$7,404,038.70
West Hickman Trunk E,	LFUCG	\$8,147,353.00
Campton Tank Replacement Project,	Campton, KY	\$649,700.00
Buck Mobley Pump Station Improvements,	Sandy Hook, KY	\$255,950.00

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>
Scott Weaver	Foreman	15
Bobby Weaver	Foreman, Driver	15
Tim Medwid	Foreman	8
Kvle Crouch	Foreman	3

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
GECO	Materials	Yes	10%
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

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

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE Yes/No</u>	<u>% of Work</u>
1. <u>ATS Construction</u>	Name: <u>Tyler Walton</u>	<u>No</u>	<u>16.5%</u>
	Address: <u>Lexington KY 40509</u>		
2. <u>Material Supplier</u>	Name: <u>Geco Enterprises</u>	<u>Yes</u>	<u>6%</u>
	Address: <u>London Ky 40743</u>		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

7. **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
MWDBE PARTICIPATION GOALS**

A. **GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 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 Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. **DEFINITIONS**

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email, or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested 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 MWDBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonably good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017–A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service-Disabled Veteran–Owned Businesses for government contracts.

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

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

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

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

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

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
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@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # Bid No. 114-2023

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Geco Enterprises Inc. P.O. Box 463 London, KY 40743 (606) 862-2210 gigi.bacon@windstream.net	WBE	Material Supplier	≈\$221,000.00	10%
2. Jackson Group 3945 Simpson Lane Richmond Kentucky 40475 (8s9) 623-0499 jjackson@jacksongroupco.com	VBE	Material Supplys Erosion Control Saw Cutting	≈\$67,000.00	3%
3.				
4.				

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

Connhurst, LCC

Company

October 11, 2023

Date

Freddie Conn

Company Representative

Vice President

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # Bid No. 114-2023

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

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.					
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.

Company

Company Representative

Date

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # Bid No. 114-2023

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

Company Name Connhurst, LLC	Contact Person Freddie R. Conn
Address/Phone/Email 879 Wilson Run Rd. Wallingford, KY 41023 connhurst@hotmail.com 606-286-0387	Bid Package / Bid Date October 11, 2023

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
Geco Enterprises	Gigi Bacon	606-862-2210	8-1-23	Material Supplier	phone	≈ \$221,000.00	WBE	
Jackson Group	Jeremy Jackson	859-623-0499	VBE	Material Supplys Erosion Control Saw Cutting	phone	≈\$67,000.00		X

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

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

Connhurst, LCC

Freddie Conn

Company

Company Representative

October 11, 2023

Vice President

Date

Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # Bid No. 114-2023

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From:	To:
Company Name:	Address:	
Federal Tax ID:	Contact Person:	

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.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # Bid No. 114-2023

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 bidder's good faith efforts package

_____ Attended LFUCG Central Purchasing 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 reasonably good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to 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.

Company

Company Representative

Date

Title

8. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND 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 of _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky _____. Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL:

POSITION/TITLE:

STATEMENT OF EXPERIENCE:

NAME OF INDIVIDUAL:

POSITION/TITLE:

STATEMENT OF EXPERIENCE:

NAME OF INDIVIDUAL:

POSITION/TITLE:

STATEMENT OF EXPERIENCE:

NAME OF INDIVIDUAL:

POSITION/TITLE:

STATEMENT OF EXPERIENCE:

NAME OF INDIVIDUAL:

POSITION/TITLE:

STATEMENT OF EXPERIENCE:

NAME OF INDIVIDUAL:

POSITION/TITLE:

STATEMENT OF EXPERIENCE:

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

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

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

Bidders


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

Freddie R. Conn

Connhurst, LLC

Signature

Name of Business



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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions quoted above to be included as 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 Connhurst, 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: Connhurst, 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															
Professionals																	
Superintendents	4	4															
Supervisors	2	2															
Foremen	3	3															
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	2	2															
Skilled Craft	20	20															
Service/Maintenance	1	1															
Total:																	

Prepared by: Freddie R. Conn, Vice President
(Name and Title)

Date: 10 / 11 / 2023

13. EVIDENCE OF INSURABILITY

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

Names Insured: Connhurst, LLC

Employee ID: _____

Address: 3534 State Highway 1626, Olive Hill, KY 41164

Phone: 606-286-0387

Project to be insured: East Third and Ohio Street Stormwater and Sanitary Sewer Improvements

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's	
					Code	Rating
SC-3, Section 2, Part 4.1 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ \$1,000,000 per occ \$2,000,000 aggregate plus \$10 million umbrella	Phoenix Insurance	02518	A++
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	\$ \$1,000,000 combined single limit plus \$10 million umbrella	Phoenix Insurance	02518	A++
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w/endorsement as noted	\$ Statutory plus \$4,500,000 employers liability	KY Assoc of General Contractors	55002	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.

Peoples Insurance Agency, LLC

Agency or Brokerage

101 Fifth Avenue

Street Address

Huntington WV 25701

City State Zip

304-522-6555

Telephone Number

Thomas H Bottoms, Jr.

Name of Authorized Representative

Agent

Title



Authorized Signature

October 12, 2023

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: East Third and Ohio Street Stormwater and Sanitary Sewer Improvements

BID NUMBER: 114-2023

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

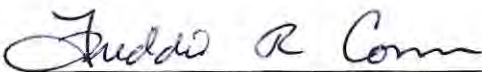
All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

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 Connhurst, 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.

Connhurst, LLC

Name of Firm Submitting Bid



Signature of Authorized Official

Vice President

Title

October 12, 2023

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: Connhurst, LLC

Project: East Third and Ohio Street Stormwater and Sanitary Sewer Improvements

Printed Name and Title of Authorized Representative: Freddie R. Conn Vice President

Signature: *Freddie R. Conn*

Date: October 12, 2023

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

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

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

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

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

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

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

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

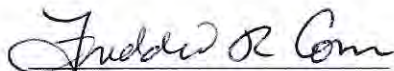
13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Signature

October 12, 2023

Date

END OF SECTION

Schedule A: List of Current Projects

Owner	Project Name	Engineer	Contract Amount	Status
LPC/Boone-Kenton	Water & Sewer		\$ 2,685,128.00	Start April 2022 Schedule Completion Aug 2022
Walker/Boyd County	Water & Sewer	E.L. Robinson	\$ 7,404,039.00	Start April 2022 Scheduled Completion Dec 2023
LPC/Jefferson County	Old Henry Rd Water & Sewer Utility Relocation	KYDOH	\$ 2,680,000	Start April 2023 Scheduled Completion Oct 2023
Riegler/ Donaldson Hwy	Sewer	KYDOH	\$ 1,369,690.00	Start July 2023 Scheduled Completion Dec 2023
LFUCG/ Wolf Run Trunk E	Sewer	Prime Engineers	\$ 8,147,353.00	Start April 2023 Schedule Completion Sept 2024

Schedule B: Previous Projects

Owner	Project Name	Engineer	Contract Amount
City of Nicholasville, Ky	Sanitary Sewer Improvements 8" PVC Gravity Sewer	Banks Eng Josh Banks 859-983-7300	\$414,000.00
Winchester Municipal Utilities Winchester, Ky	Calmes/Lyndale Sewer Rehab 12" DIP Gravity Sewer	WMU Duke Dryden 859-744-5434	\$489,580.00
City of Olive Hill, Ky	Misc Sewer Rehab Project 8" Gravity Sewer, Pump Station & Grinder Stations	Quest/HDR Engineers Danny Garris 606-316-0579	\$ 368,000.00
City of Louisa, Ky	Meadowbrook Sewer Rehab 8" Gravity Sewer & Pimp Station	Ky Engineering Group Troy Hogge 606-782-0241	\$924,350.50
Town of Malden, WV	Sewer Rehab/Pump Stations This project was a subcontract with CJ Hughes Sewage Pumping Stations Installing Precast Structures approx. 40' depths	Thrasher Engineering Dan Ferrell 304-624-4108	\$ 350,000.00
Town of Marmet, WV	Sewer Rehab/ Pump Stations This project was a subcontract with Mike Enyart & Sons to install the Pump Stations	Gosh Engineers Bill Cunningham 304-343-5300	\$ 780,000.00
City of Booneville, Ky	Sewer Rehab 8" Gravity Sewer	CMW, Inc. Kerry Odle 859-254-6623	\$ 182,517.00
City of Catlettsburg	21 st Sewer Rehab 8" Gravity Sewer	E.L. Robinson Paul Amburgey 606-571-1849	\$ 65,000.00
City of Murray, Ky	New Sewer Install 12" Gravity Sewer	GRW Engineers John Langley 859-223-3999	\$ 312,997.00
Morehead Utility Plant Board	2 nd Street Utility Relocate Relocate Water, Sewer, Gas	NC2 Eng Billy Winkleman 606-776-8048	\$ 246,000.00
City of Sandy Hook, Ky	Sewer Rehab/ WWTP Upgrades Installed Monster Grinder System & Sampler	E.L. Robinson Paul Amburgey 606-571-1849	\$ 242,000.00
Winchester Municipal Utilities Winchester, Ky	Sunset Heights Waterline Replacement 6" DIP	Duke Dryden 859-744-5434	\$ 414,000.00
Madison County Water District	Rt 25 South Waterline Relocation Project 6' PVC & Services	Kerry Odle CMW 859-314-5165	\$ 400,000.00

Ashland 13 th Street Drainage, AML Reclamation Project		\$ 188,167.05
Storm Sewer & Retaining Wall	Charlie Vincent 606-594-4531	
Commonwealth of Kentucky	Carter Caves Waterline Replacement	\$ 100,000.00
8" DIP	Richard Howerton 606-473-5684	
Madison County Water District Red House Rd/ Meadowbrook Water Line		\$ 300,000.00
6" PVC & Services	Kerry Odle CMW 859-254-6623	
Winchester Municipal Utilities		
Winchester, Ky	Forest Park Sewer Rehab	\$ 956,000.00
24" DIP 401 Gravity Sewer & I64 Bore	Duke Dryden 859-744-5434	
City of Maysville	Maysville CSO Phase I	\$ 1,112,833.13
Maysville, Ky	Sub Contract for CJ Hughes Construction Company, Huntington, WV	
21" Gravity Sewer approx. 22' deep	Matt Baker CannTech 502-859-0907	
Charleston Sanitary Board	Bigley Ave PS Rehab (Consultant)	\$ 190,565.18
Charleston, WV	Sub Contract for Mike Enyart & Sons, Inc, South Point, OH	
Approx 60' Deep	Jeremy Fry CSB 304-348-8136	
Charleston Sanitary Board	Hunters Ridge, Solo, Elmont PS Improv.	\$ 352,761.00
Charleston, WV	Sub Contract for Mike Enyart & Sons, Inc. South Point, OH	
	Jeremy Fry CSB 304-348-8136	
City of Frankfort	Crestwood Storm Sewer Project	\$ 931,430.50
24, 36, 48" HDPE Storm Sewer, 8" Gravity Sewer Mark Stephens HDR	859-223-3755	
City of Flatwoods	Pine & Jones Street Water line Improvements	
	Paul Amburgey 606-571-1849	\$ 189,970.00
Putnam PSD	Contract 33 Putnam County PSD	\$ 476,871.00
Hurricane, WV	Sub Contract for Mike Enyart & Sons, Inc., South Point, OH	
	Brian Mannon, EL Robinson	
Minford , OH	Excavation for 9 Pumps Stations Installations	\$ 181,000.00
	Sub Contract for Tri State Pipeline, Inc., Barboursville, WV	
	Eric Taylor 304-733-6801	
City of Nicholasville	Armory Place Water Line Improvements	
	Josh Banks 859-983-7300	\$ 323,000.00
Jewett Hyatt	Jewett Hyatt Development	\$ 226,000.00
	Water, Sewer, Gas, Elect Conduit	

	Vaughn Williams 502-695-4357	
Mt Sterling Water	North Maysville Water Line Replacement Rick Fletcher 859-498-0166	\$ 110,000.00
City of Wurtland 10" PVC	Contract 1 Force Main Project Jeff Reynolds 502-695-9800	\$ 776,000.00
Sugar Creek PSD	Tague Road Waterline, WV Fred Hypes 304-342-3436	\$ 200,000.00
City of Carlisle 10" DIP	Downtown Waterline Improvements Alan Bryan GRW 502-489-8484	\$ 695,840.91
Shelbyville Utility Sewer & Water 10,16,18,24" DIP & 48" HDPE Triple Wall Gravity Sewer 502-633-4365	Bradshaw Street Sewer Kerry Magan 502-633-4365	\$447,679.30
City of Shepherdsville 12" PVC Gravity Sewer	Hwy 44 Sewer Rob Campbell 502-719-7941	\$554,645.50
City of Russell New Lagoons, Piping, Chlorine, Gravity Sewer	Russell WTP Improvements Paul Amburgey 606-571-1849	\$291,415.00
Commonwealth of Kentucky New Package Treatment Plant & Pump Sta. WWTP Improvements	Fort Boonesborough State Park Morey Lampson 859-264-7500	\$1,170,775.23
Louisville Paving Company 16" DIP	Ky Hwy 393 Utility Relocation Project Kenny Roller 502-558-8476	\$908,841.15
Louisville Paving Company 16,12,8" DIP	Ring Road Utility Relocation Project Kenny Roller 502-558-8476	\$718,755.00
Winchester Municipal Utilities Replace Gravity Sewer & Storm Sewer & Water	Maple Street Sewer Improvements Project Eddie Hightower 859-771-6644	\$538,656.65
City of Elizabethtown 8"& 12" PVC	Village Drive Sewer Project Michael Page 270-765-6121	\$2,291,320.33
Sanitary District #1 12,15,36,42" Storm Sewer	Water's Edge Sewer Separation Large Diameter Storm Sewer (Deep) Daniel Doss 859-578-6775	\$2,181,123.28
South Point WWTP	South Point Clarifiers Rebuild	\$721,393.92

Tribute Const & Consultants
Todd Harrah 740-302-2697

West Hickman Trunk B&C Sewer LFUCG Installed 54" FRP Gravity Sewer Pipe Approx 2000 lf Sub Contract with Tribute Contracting & Consultants Todd Harrah 740-302-2697	900,000.00
Ky 158 Sanitary Sewer Project MUPB Eclipse Engineers Alan Robinson 606-451-0959	\$1,364,821.26
Georgetown Municipal Bluegrass RV Sewer 12" PVC Gravity Sewer Palmer Engineering Chris Mitchell 859-389-9293	\$650,543.79
Wisemantown Sewer IMU Irvine, Ky 36,000lf 8" PVC Gravity Sewer Billy Williams 606-606-723-2197	3,018,562.00
Grand & Tremont Sewer & Storm Water Improvements 72" Storm sewer System Sanitation District No. 1 Bob Wilson 859-640-2796	857,808.00
Ky 22 Goose Creek Water/ KYDOH/ Louisville Paving 16" DIP Kenny Roller 502-583-1726	477,477.00
Russell Water & Sewer Utility Relocation/ Triton Construction EL Robinson Engineers/ Lindsey Pemberton 740-414-0032 12" Gravity Sewer System, 12" DIP Water	1,200,000.00
SD1 Strathmore & Memorial Sanitary & Storm Sewer Daniel Doss 859-578-6775	1,512,216.00
La Grange Sewer Interceptor HMB Engineers David Brown 502-695-9800	1,511,682.00

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

Schedule C: List of CONNNHURST, LLC. Employees

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

ConnHurst owned Equip

CT322 John Deere Skid Loader

Cat 257 B Skid Loader

Cat 277 B Skid Loader

Volvo Skid Loader

338 JD Skid Loader

338 JD Skid Loader

318 JD Skidsteer

160 Komatsu Excavator

135 Kobelco Excavator

210 Link Belt Excavator

235 Link Belt Excavator

130 Link Belt Excavator

145 Link Belt Excavator

313 Cat Excavator

450 JD Dozer

Cat Backhoe

Hyundai 35 Mini Excavator

John Deere 35 Mini Excavator

135 Kobelco Excavator

Atlas Copco Hydraulic Hammer

2 Allied Compactor Plate for Excavator

Bore It Boring Machine

Lincoln Welder

Tractor Truck and Equip Trailer, Lowboy

95 Volvo Tri Axle Dump Truck

95 GMC Tandem Dump Truck

88 Ford Tandem Dump Truck

95 Ford Tandem Dump Truck

2 94 International Single Axle Dump

80 GMC Single Axle Dump

44,000 lb Tag Trailer

Conrail 14,000 lb Tag Trailer

3 Small Equip Tag Trailer

Haulmark Tandem Box Trailer

Single Axle Box Trailer

AgriMetal Straw Blower

Sullair 175 Q Air Compressor

Ditchwitch Push Machine

2020 Ditch Witch DD Machine

380 Hyundai Excavator

T40 Ram Fose Hoe Ram

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