

SECTION 00520 – AGREEMENT (CONTRACT)

THIS AGREEMENT, made on the 1st day of December, 2016, by and between Lexington Fayette Urban County Government, acting herein called "OWNER" and Tribute Contracting & Consultants LLC doing business as a Limited Liability Company located in the City of South Point, County of Lawrence, State of Ohio, hereinafter called "CONTRACTOR".

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of five million eight hundred ninety thousand nine hundred forty nine dollars (\$5,890,949.00) quoted in the BID by the CONTRACTOR, dated September 8, 2016, hereby agree to commence and complete the construction described as follows:

1.01 SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the BID, the Contract Documents, and the Specifications prepared by the Engineer for the
West Hickman Trunk B & C
LFUCG Bid No. 103-2016

1.02 TIME OF COMPLETION

The time period estimated and authorized by the OWNER for Substantial Completion of Work by the AGREEMENT, in full, is hereby fixed as **425 consecutive calendar days**. The time shall begin ten (10) calendar days after CONTRACTOR is issued the Notice to Proceed.

1.03 ISSUANCE OF NOTICE TO PROCEED

Notice to Proceed for Work will be issued in whole or in part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined by the Engineer after consultation with the CONTRACTOR and the OWNER.

1.04 AGREEMENT (CONTRACT) AMOUNT

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the AGREEMENT as quoted in the BID, subject to any additions and deductions, as provided therein.

1.05 PROGRESS PAYMENTS

The OWNER shall make payments on account of the AGREEMENT in accordance with the General Conditions, as recommended by the Engineer and authorized by the OWNER, less the aggregate of previous payments.

1.06 ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after Final Completion of the Work, provided the Work is deemed "Final Completion" and fully accepted by the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the AGREEMENT (CONTRACT) has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certifies, the OWNER shall upon certificate of the ENGINEER, and without terminating the AGREEMENT (CONTRACT), make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

1.07 EXTRA WORK

The OWNER, without invalidating the AGREEMENT (CONTRACT) may order extra work or make changes by altering, adding to or deducting from the Work, the AGREEMENT (CONTRACT) amount being adjusted accordingly. All such work shall be executed and paid for in accordance with the General Conditions.

1.08 LIQUIDATED DAMAGES

If the CONTRACTOR shall fail or refuse to complete the Work within the AGREEMENT (CONTRACT) Time, or extension of time granted by the OWNER, then the CONTRACTOR agrees as a partial consideration for the awarding of this AGREEMENT (CONTRACT) that the OWNER may retain the compensation otherwise to be paid to the CONTRACTOR the amount of **One Thousand dollars (\$1,000.00)** per consecutive calendar day that the CONTRACTOR shall be in default after the Final Completion time stipulated in the Contract Documents. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain.

1.09 CONSENT DECREE REQUIREMENTS

- A. The OWNER, the United States Environmental Protection Agency, and the Commonwealth of Kentucky have entered into a Consent Decree in a case styled *United States, et al. v. Lexington-Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Case No. 5:06-CV-00386 ("CONSENT DECREE"), that requires OWNER to complete numerous projects related to its sanitary sewer system and stormwater management program within specific periods of time.
- B. **Time is of the essence in the performance of this Agreement (CONTRACT).** CONTRACTOR is aware that the OWNER is subject to penalties for non-compliance with the CONSENT DECREE deadlines. The CONTRACTOR shall be specifically liable and responsible for payment of any and all penalties, fines, or fees assessed against or incurred by the OWNER as a result of any delay in, or non-performance of, any of the CONTRACTOR's obligations or responsibilities under this AGREEMENT (CONTRACT), or for any other damages suffered by OWNER as a result of such delay or non-performance. This shall specifically include, but shall not be limited to, any penalty, fine, fee, or assessment against the OWNER by the U.S. Department of Justice, U.S. Environmental Protection Agency, and/or the Kentucky Energy and Environment Cabinet related to the CONSENT DECREE.
- C. The provisions of the Contract Documents and the various rates of compensation for CONTRACTOR's services provided for elsewhere in this AGREEMENT (CONTRACT) have been agreed to in anticipation of the orderly and continuous progress of the AGREEMENT (CONTRACT) through completion.

- D. If delays result by reason of acts of the OWNER or approving agencies, which are beyond the control of the CONTRACTOR, an extension of time for such delay will be considered. If delays occur, the CONTRACTOR shall immediately notify the OWNER and within five (5) business days from the date of the delay apply in writing to the OWNER for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the AGREEMENT (CONTRACT) schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the OWNER of any of its rights in the AGREEMENT (CONTRACT). In the event the parties cannot agree upon an extension of time, the Dispute shall be addressed in the manner outlined hereinafter under this Article.

In the event that the overall delay resulting from the above-described causes is sufficient to prevent complete performance of the AGREEMENT (CONTRACT) within six (6) months of the time specified herein, the fees to be paid to CONTRACTOR shall be subject to adjustment as agreed upon by the parties.

- E. If delays result solely by reason of acts of the CONTRACTOR, the CONTRACTOR shall be held liable for any financial penalties incurred by the OWNER as a result of the delay, including but not limited to those assessed pursuant to the CONSENT DECREE. Disputes as outlined hereinafter in this Article shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The CONTRACTOR must immediately notify the OWNER in the event of such delay, and provide the OWNER a written action plan within five (5) business days on how it will attempt to resolve the delay.

F. DISPUTES

Except as otherwise provided in this AGREEMENT (CONTRACT), any dispute hereunder may be resolved by agreement of the OWNER's Agent (Charles H. Martin, P.E., Director of Water Quality) and the CONTRACTOR. In the absence of such an agreement, the dispute shall be submitted to the OWNER's Commissioner, Department of Public Works and Environmental Quality, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder the CONTRACTOR shall proceed diligently with the performance of the AGREEMENT (CONTRACT) in accordance with the direction of the OWNER.

1.10 RIGHT TO REVIEW, AUDIT, AND INSPECT

The CONTRACTOR shall provide to the OWNER or its duly authorized representative(s), at any time during the course of the contract and up to five (5) years thereafter, access to any books, documents, papers, emails, and/or other records or communications which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

1.11 CONTRACT DOCUMENTS

In general, the Advertisement for Bids, Information Available to Bidders, the Bid, the General Conditions, Performance, Payment, Erosion and Sediment Control and Warranty Bonds, AGREEMENT (CONTRACT), Supplementary Conditions, Supplemental General Conditions for SRF, Technical Specifications, any and all Addenda, and Plan Drawings form the AGREEMENT (CONTRACT) and they are fully a part of the AGREEMENT (CONTRACT) as if hereto attached or herein repeated.

A full listing of the Contract Documents consist of the following:

Specifications:	Per Table of Contents
Drawings (Plans):	Per Table of Contents

IN WITNESSETH WHEREOF, the parties hereto have executed this AGREEMENT (CONTRACT) as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government
Lexington, Kentucky

(Owner)

ATTEST:



Clerk of Urban County Council

By: 

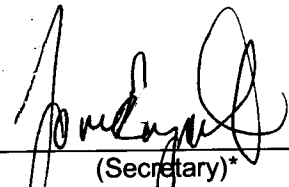
(Signature of Mayor)

(Name/Title) Mayor

(Seal)

T. Robt Contracting and Consultants, LLC

(Contractor)



(Secretary)*

By: 

(Contractor's Signature)

Aimee Eells

(Witness)

Todd Harrah Manager/Member

(Name/Title)

306 Little Solidg Road

(Address)

South Point, OH 45680

*IMPORTANT: Strike out any non-applicable terms:

Secretary of the OWNER should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing AGREEMENT (CONTRACT).

END OF SECTION

1.01 PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Tribute Contracting & Consultants, LLC
(Name of CONTRACTOR)

306 Little Solida Road, South Point, OH 45680
(Address of CONTRACTOR)

a Corporation, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and Great American Insurance Company
(Name of Surety)

301 E 4th Street, Cincinnati, OH 45202
(Address of Surety)

hereinto called Surety, are held and firmly bound unto

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

Obligee, hereinafter called "OWNER" in the penal sum of:

Five Million Eight Hundred Ninety Thousand
Nine Hundred Forty Nine & 00/100 dollars (\$5,890,949.00),
for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the
West Hickman Trunk B & C, LFUCG Bid No. 103-2016 in accordance with Contract Documents
prepared by Vision Engineering, LLC and dated August 11, 2016, which Agreement (Contract) is by
reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly
and faithfully perform said Agreement (Contract), then this obligation shall be null and void; otherwise it
shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Agreement (Contract), the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Agreement (Contract) in accordance with its terms and conditions or
2. Obtain a Bid or Bids for completing the Agreement (Contract) in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for an Agreement (Contract) between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments thereto, less the amount properly paid by OWNER to Principal.

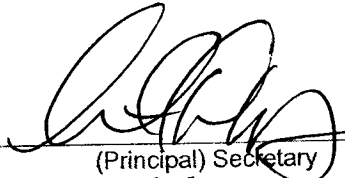
Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in 5 counterparts, each one of (number)

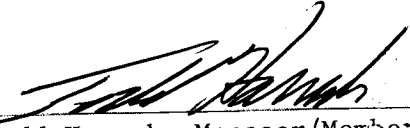
which shall be deemed an original, this the 23rd day of November, 2016.

ATTEST:



(Principal) Secretary
Steven D. Whaley

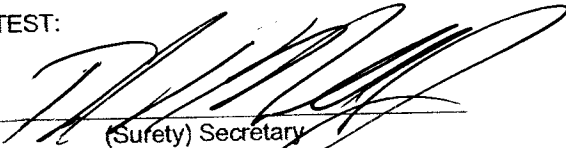
Tribute Contracting & Consultants, LLC
Principal

By:  (s)
Todd Harrah, Manager/Member
306 Little Solida Road
Address
South Point, OH 45680

Aimee Ellis
Witness as to Principal
Aimee Ellis
101 5th Avenue
Address
Huntington, WV 25701

Great American Insurance Company
Surety

ATTEST:



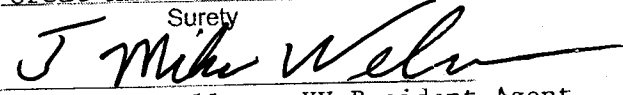
(Surety) Secretary
Thomas H. Bottoms, Jr.

By: Clarence C. Massey
Attorney-in-Fact
Clarence C. Massey
301 E 4th Street
Address
Cincinnati, OH 45202

(SEAL)

Aimee Ellis
Witness to Surety
Aimee Ellis
101 5th Avenue
Address
Huntington, WV 25701

Title: Great American Insurance Company
Surety

By: 
J. Michael Wellman, KY Resident Agent
Attorney-in-fact
1099 Winchester Avenue
Ashland, KY 41101

Title: Witness

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

1.02 PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

Tribute Contracting & Consultants, LLC
(Name of CONTRACTOR)

306 Little Solida Road, South Point, OH 45680
(Address of CONTRACTOR)

a Corporation, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and Great American Insurance Company
(Name of Surety)

301 E 4th Street, Cincinnati, OH 45202
(Address of Surety)

hereinto called Surety, are held and firmly bound unto

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

Obligee, hereinafter called "OWNER" in the penal sum of:

Five Million Eight Hundred Ninety Thousand
Nine Hundred Forty Nine & 00/100----- dollars (\$5,890,949.00).
for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the
West Hickman Trunk B & C, LFUCG Bid No. 103-2016 in accordance with **Contract Documents
prepared by Vision Engineering, LLC and dated August 11, 2016**, which Agreement (Contract) is by
reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly
make payment to all claimants as hereinafter defined for all labor and material used or reasonably
required for use in the performance of the Agreement (Contract), then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to the following conditions:


1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the
Principal for labor material, or both, used or reasonably required for use in the performance of the
Agreement (Contract), labor and material being construed to include that part of water, gas, power,
light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement
(Contract).

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Agreement (Contract), it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. **The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.**

IN WITNESS WHEREOF, this instrument is executed in 5 counterparts, each one of (number)

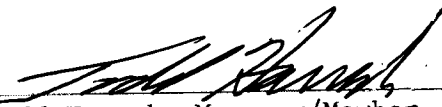
which shall be deemed an original, this the 23rd day of November, 2016.

ATTEST:



(Principal) Secretary
Steven D. Whaley

Tribute Contracting & Consultants, LLC
Principal

By:  (s)
Todd Harrah, Manager/Member

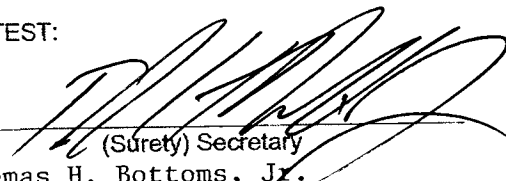
306 Little Solida Road
Address

South Point, OH 45680

Aimee Ellis
Witness as to Principal
Aimee Ellis
101 5th Avenue
Address

Huntington, WV 25701

ATTEST:



(Surety) Secretary
Thomas H. Bottoms, Jr.

Great American Insurance Company
Surety

By: Clarence C. Massey
Attorney-in-Fact
Clarence C. Massey

301 E 4th Street
Address

Cincinnati, OH 45202

(SEAL)

Aimee Ellis
Witness to Surety
Aimee Ellis
101 5th Avenue
Address

Huntington, WV 25701

Title: Witness

Title: Great American Insurance Company
Surety

By: J. Michael Wellman
J. Michael Wellman, KY Resident Agent
Attorney-in-fact

1099 Winchester Avenue
Ashland, KY 41101

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20679

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
THOMAS C. PHIPPS	ASHLAND, KENTUCKY	ALL
J. MICHAEL WELLMAN	ASHLAND, KENTUCKY	\$100,000,000
CLARENCE C. MASSEY	HUNTINGTON, WEST VIRGINIA	
THOMAS H. BOTTOMS, JR.	HUNTINGTON, WEST VIRGINIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15TH day of DECEMBER 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 15TH day of DECEMBER, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of November, 2016



Atty L C B

Assistant Secretary

SECTION 00510 – NOTICE OF AWARD

CONTRACTOR: Tribute Contracting & Consultants LLC
306 Little Solida Road
South Point, OH 45680

OWNER: Lexington-Fayette Urban County Government
Division of Water Quality
Lexington, Kentucky

PROJECT: West Hickman Trunk B & C
Lexington-Fayette Urban County Government

LFUCG Bid No. 103-2016

You are hereby notified that the Owner has considered the Bid submitted by you for the above-described project in response to its Advertisement for Bids dated August 11, 2016.

It appears that it is to the best interest of said Owner to accept your Bid in the amount of five million eight hundred ninety thousand nine hundred forty nine dollars (\$5,890,949.00), and you are hereby notified that your Bid has been accepted for

West Hickman Trunk B & C

LFUCG Bid No. 103-2016

The Contractor is required by these Contract Documents to execute and deliver the formal Agreement (Contract) with the undersigned Owner and to furnish the required Contractor's Performance, Payment, Warranty, and Erosion and Sediment Control Bonds within fifteen (15) days from the date of the delivery of this Notice.

If you fail to execute said Agreement (Contract) and to furnish said Bonds within fifteen (15) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and to award the Work covered by your Bid to another, or to re-advertise the Work or otherwise dispose thereof as the Owner may deem appropriate.

Dated this 18th day of November, 2016.

Lexington-Fayette Urban County Government

By: Vernon Azuedo

Title: Remedial Measures Program Manager

NOTICE OF ACCEPTANCE

Receipt of the above Notice of Award is hereby acknowledged this 23rd day of Nov, 2016.

By: [Signature]

Title: Manager/Member

END OF SECTION

SECTION 00550 – NOTICE TO PROCEED

CONTRACTOR: Tribute Contracting & Consultants LLC
306 Little Solida Road
South Point, OH 45680

OWNER: Lexington-Fayette Urban County Government
Division of Water Quality
Lexington, Kentucky

PROJECT: West Hickman Trunk B & C
Lexington-Fayette Urban County Government
Lexington, Kentucky

LFUCG Bid No. 103-2016

Agreement (Contract) Amount:

Five million eight hundred ninety thousand nine hundred forty nine dollars (\$5,890,949.00)

You are hereby notified to commence Work on the referenced project on or before **November 23, 2016** and to substantially complete Work within **425 CONSECUTIVE CALENDAR DAYS** thereafter. Your Agreement (Contract) completion date is therefore **January 22, 2018**.

The Agreement (Contract) provides for assessment of the sum of **One Thousand Dollars (\$1,000.00)** as liquidated damages for each consecutive calendar day after the above established Agreement (Contract) completion date that the Work remains incomplete.

Lexington-Fayette Urban County Government

By: Mark W. Fischer

Title: Municipal Engr. Senior

Date: 11-23-16

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2016

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

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

PRODUCER AssuredPartners of West Virginia, LLC dba Insurance Systems 1 Insurance Way; PO Box 10 Ona WV 25545		CONTACT NAME: Brenda Kash PHONE (A/C, No, Ext): (304) 736-2222 E-MAIL ADDRESS: bkash@isi-wv.com FAX (A/C, No): (304) 302-3401															
INSURED Tribute Contracting & Consultants LLC 306 Little Solida Rd South Point OH 45680		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Westfield Insurance Co</td> <td>24112</td> </tr> <tr> <td>INSURER B BrickStreet Mutual Insurance</td> <td>12372</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Westfield Insurance Co	24112	INSURER B BrickStreet Mutual Insurance	12372	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL1691303323

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X Y	TRA4866602	9/8/2016	9/8/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X Y	TRA4866602	9/8/2016	9/8/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	TRA4866602	9/8/2016	9/8/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCB1022252 WV Broad Form Coverage	3/14/2016	9/8/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment		TRA4866602	9/8/2016	9/8/2017	\$500,000

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

RE: West Hickman Trunk B

Certificate holder is listed as additional insured on the general, auto and excess liability with respect to work performed by named insured throughout the policy term. Coverage is primary and non-contributory. Workers comp includes West Virginia and Kentucky. 30 day notice of cancellation applies. Waiver of subrogation in favor of additional insureds applies to all policies, including workers compensation.

CERTIFICATE HOLDER**CANCELLATION**

Lexington Fayette Urban County Government 200 East Main Street 3rd Floor Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brenda Kash/BRENDA <i>Brenda Kash</i>
--	--

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WEST HICKMAN TRUNK B & C

Division of Water Quality
Lexington-Fayette Urban County Government

LFUCG Bid No. 103-2016

1.01 GENERAL

Place: Lexington, Kentucky

Date: 09/08/16

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

This Bid Form Submitted by Tribute Contracting & Consultants, LLC
306 Little Solida Rd., South Point, OH 45680
(Name and Address of Bidder)

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

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

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

The Bidder, in compliance with your Advertisement for Bids for the West Hickman Trunk B/C; Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions and any and all addendums surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within 425 days' consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of One Thousand Dollars and zero cents (\$1,000.00) for each consecutive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 8/24/16; Addendum No. ____ Date _____
Addendum No. 2 Date 8/26/16; Addendum No. ____ Date _____
Addendum No. 3 Date 8/31/16; Addendum No. ____ Date _____
Addendum No. ____ Date _____; Addendum No. ____ Date _____

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

1.02 LEGAL STATUS OF BIDDER

Bidder Tribute Contracting & Consultants, LLC

Date 09-08-2016

*A. A corporation duly organized and doing business under the laws of the State of Ohio, for whom Todd Harrah, bearing the official title of Manager/member, whose signature is affixed to this Bid is duly authorized to execute contracts.

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

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

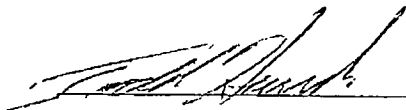
* The Bidder shall fill out the appropriate form and strike out the other two.

AFFIDAVIT OF AUTHORITY TO SIGN


Date *6/30/15*

Tribute Contracting & Consultants, LLC located at 306 Little Solida Road, South Point Ohio 45680 Does hereby certify that Todd Harrah, (Manager / Member) and Tom Enyart, (Member) of Tribute Contracting & Consultants LLC. Has the authority to execute and / or sign all documents on behalf of our company for any reason including but not limited to all bids and or associated bidding documents and associated contract documents.

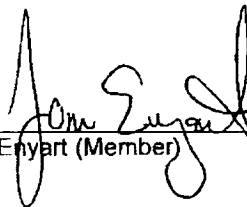
By affixing his signature Todd Harrah as (Manager / Member) and Tom Enyart as (Member) has unequivocal authority to bind the company to any and all contractual arrangements.



Todd Harrah (Manager / Member)



Steven D Whaley (Secretary)



Tom Enyart (Member)

1.03 BIDDERS AFFIDAVIT

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

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

Further, Affiant sayeth naught.

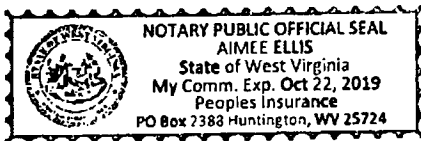
Todd Harrah
Affiant Signature

STATE OF West Virginia
COUNTY OF Cabell

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

Todd Harrah on this the 8th day of Sept., 2016.

My Commission expires: October 22, 2019



Aimee Ellis
NOTARY PUBLIC, STATE AT LARGE



ADDENDUM No. 3

Bid Number: **#103-2016**

Date: August 31, 2016

Subject: West Hickman Trunk Sewer – "B/C"

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

1. CHANGE BID DATE

Delete September 1, 2016 Bid Date and replace with 2:00 PM local time, September 8th, 2016.

2. SPECIFICATIONS

Section 02532 – Sewage Collection Lines - Part 2 – Products

Para. 2.02.B. – Replace the first line of paragraph B. with:

"PVC pipe and fittings with diameters 18-inch through 60-inch shall conform to the requirements..."

3. BID SCHEDULE

Contractor shall complete the attached "Products List" and submit with the Bid Schedule.

Todd Statin, Director
Division of Central Purchasing

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

COMPANY NAME: Tribute Contracting and Consultants, LLC

ADDRESS: 306 Little Saluda Road Sooty Point, OH 45680

SIGNATURE OF BIDDER: Todd Statin

Products List

Gravity Sewer Pipe	Material (PVC, DI, FRP)	Supplier/Vendor
8"	P.V.C.	Ferguson / Diamond
10"	P.V.C.	Ferguson / Diamond
18"	P.V.C.	Ferguson / Diamond
24"	P.V.C.	Ferguson / Diamond
36"	FRP	Hobas
42"	FRP / DI	Hobas / Ferguson
48"	FRP	Hobas
54"	FRP	Hobas
60"	FRP	Hobas

**ADDENDUM No. 2**Bid Number: **#103-2016**

Date: August 26, 2016

Subject: West Hickman Trunk Sewer – "B/C"

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. QUESTIONS

	Questions	Answers
1.	Is there a maximum velocity that we cannot exceed for the discharge of the bypass pumping operation?	No. Contractor is cautioned against the potential for sanitary sewer overflows (SSOs) caused by bypass pumping for which the contractor will be responsible.
2.	In the bid documents it states that all bypass calculations must be stamped by a Kentucky engineer. Can this be extended to include an engineer outside of Kentucky?	Yes. Bypass pump calculations shall be stamped by a Registered Engineer. The bypass pump plan, required as a submittal, should include all relevant calculations.
3.	What is a "concrete sleeper"?	A concrete sleeper is equal to "Buried Cradle Pipe Support". See last detail in Appendix C – RMP Standard Details.
4.	The plans indicate 10,000 CYs of rock excavation. Bid quantity is 78,000 CYs of rock. Please advise if bid schedule is correct	The Engineer's estimate of rock to be removed is 17,000 cu yds.
5.	Why are easements not shown on the entire length of the project?	Easements are provided where the construction area is privately owned. If no easements are shown the construction area is on property owned by LFUCG and does not require an easement.
6.	Are trails to be maintained for the duration of the project?	Trail maintenance and closure, including duration, will be per the approved submittal.



7.	Will contractor be penalized for SSO's? If so, how much?	<p>Contractor shall be penalized for SSOs that are the result of:</p> <p>a. Failure on the part of the contractor to maintain bypass pumping according to the approved submittal.</p> <p>b. Unintentional, accidental or unauthorized discharges to the waters of the Commonwealth resulting from construction activity.</p> <p>The penalties shall be equivalent to those assessed to LFUCG by EPA and per the schedule outlined in the Consent Decree: Up to \$2,000 per SSO event for each location.</p>
8.	Can CCTV and mandrel be done prior to putting sewer line into service?	Testing shall be per the Contract Documents.
9.	Can stripped topsoil be stockpiled in the floodway?	No.
10.	Can precast be stored in floodway?	No.
11.	Can equipment be left in floodway?	Yes.
12.	Can pipe be stored in floodway?	No.
13.	Does DIP require 401 lining?	No.
14.	Does LFUCG have any dumpsites for trench spoils?	No.
15.	How close to the high pressure gas main can we blast?	<p>Contractor shall coordinate blasting with Columbia Gas and DWQ prior to commencement of blasting.</p> <p>The blasting plan is a submittal.</p>
16.	Would LFUCG consider adding a separate pay item for the restoration of the Taco Bell property?	No.



17.	Plan sheet C8.0 – MH-12 is labeled as a 7 ft diameter but the profile shows 8 ft diameter?	MH-12 is an 8 ft diameter manhole
18.	Could the bid quantity for 9C be verified? I only found two.	Bid schedule adjusted and included as part of Addendum No. 2.
19.	Where is the locations of bid items 9B and 9D? I could not locate them on the drawings.	Bid Item 9B is WH1_46, Sheet C12.0 (Profile) Bid Item 9D is WH1_49, Sheet C12.0 (Profile)
20.	Could the rock removal quantity of 78,000 cy be verified? I am coming up with a lot less. Could this item be deleted and make the rock removal incidental to the respective bid items?	The Engineer's estimate of rock to be removed is 17,000 cu yds.
21.	What trees and bushes shall be replaced per note 1 and 2 on plan sheet C3.0? If replacement of trees and bushes is required, can a quantity be established?	There are no specified tree replacements.
22.	Spec sheet 01025-9, item 2.47 mentions an allowance for miscellaneous site improvements, but there is no dollar amount listed on the bid schedule?	Bid Item No. 47 is an allocation to be used by all contractors and is \$250,000.
23.	Is the conshield admixture required in manholes on this project?	Yes.
24.	On page 00600-15 of the insurance specs it says that the General Liability Insurance Policy should contain a Pollution Liability and/or Environmental Casualty endorsement unless it is deemed not to apply by Owner. We have a separate Pollution Policy and it is not included in our General Liability insurance. Does the Pollution Liability apply on this contract, and if so, will a separate Pollution Policy not included in the General Liability Insurance suffice?	A separate Pollution Liability policy with a limit of \$1,000,000 is acceptable.



25.	On page 00600-16 of the insurance specs it says that the bidder obtain an Umbrella Liability endorsement, but the limit is blank. Can you clarify what this amount is?	Umbrella Liability insurance shall be the Contract Award Amount.
26.	The specs say that bid item 47: Miscellaneous Site Improvements is an undefined allowance established for Owner selected site improvements, but the bid form does not have an allowance amount in it. Can you tell us what dollar amount allowance to include in this bid item?	Bid Item No. 47 is an allocation to be used by all contractors and is \$250,000.
27.	Will there be a 3% Veteran Owned goal for this project, and if so, is it only a goal or mandatory that 3% of the bidder's bid be by Veteran Owned companies?	The 3% Veteran Owned participation is a goal and not a requirement. However, the contractor must demonstrate its good faith effort to comply with the goal, if the goal is not satisfied. If you need a list of veteran owned small businesses, please contact Sherita Miller, smiller@lexingtonky.gov for the list.
28.	During our pre-bid sub-surface site investigation, it has been found that the 72" casing that is to be installed under Clearwater Way will be in a mixed face condition. Mixed face conditions are not suitable for installation utilizing traditional Auger boring methods. Will the owner accept a 72" (68" I.D.) or 84" (80" I.D.) liner plate tunnel installed with traditional drill and blast / hand mining methods in lieu of the 72" casing since it can not be auger bored?	Yes. Owner will accept the 84-in liner plate tunnel. Liner plate tunnel shall be steel, smooth wall. The liner plate tunnel is a submittal.



<p>29.</p>	<p>Spec 02532-1 2.01 A. " All DI pipe and fittings within 2,000 LF downstream or to nearest manhole beyond 2,000 LF of a force main discharge shall be lined with Protecto 401 . . . Is there any locations on the project where Protecto 401 is required?</p>	<p>No.</p>
<p>30.</p>	<p>Spec 02532-1 2.01 B. " Pressure class shall be 150 minimum for mechanical and push-on joint pipe".</p> <p>LFUCG Standard Drawings 2008 Drawing 204, Maximum Allowable Fill Heights requires Class 50 DIP.</p> <p>What is the Ductile Iron Pipe class requirement for this project?</p>	<p>Pipe material shall be as per Section 02532- Sewage Collection Lines Specification – Paragraph 2.01.B</p>



CLARIFICATIONS

Site Restoration – the following items are expected for acceptance of the site restoration.

- Pre-construction conditions shall be photo documented.
- A rock rake or other similar means shall be used to remove rocks prior to final restoration.
- Adequate topsoil shall be used to sustain vegetation similar to pre-construction conditions. If necessary, additional topsoil shall be hauled to the site and graded, at no cost to the Owner, to achieve conditions similar to pre-construction.
- Topsoil placement and final grading shall provide a surface that is similar to pre-construction conditions.
- Contractor shall use appropriate seed, fertilizer and mulch to achieve pre-construction conditions.

ATTACHMENTS

Final Bid Schedule – Section 0410

Todd Statin [®]

Todd Statin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.

This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Tribute Contracting and Consultants, LLC

ADDRESS: 306 Little Saluda Road South Point, OH 45680

SIGNATURE OF BIDDER: *Todd Statin*



ADDENDUM No. 1

Bid Number: **#103-2016**

Date: August 23, 2016

Subject: West Hickman Trunk Sewer – "B/C"

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

1- ADDITIONAL INFORMATION:

- A. Pre-bid Attendance List (attached)
- B. Erosion and Sediment Control (BMP)-Richard Walker P.E. handouts (attached)
- C. Pre-Bid Agenda, power point presentation, and Meeting Summary (attached)
- D. MBE/WBE/DBE/Veterans Contractor List (attached)

2- BYPASS PUMPING:

Firm bypass pumping requirements are the following:

Sta. 0+00 to 19+40	38.8 MGD
Sta. 21+00 to 52+50	36.0 MGD
Sta. 54+40 to 74+00	25.1 MGD

Firm Capacity is defined as capacity with the largest pump out of service.

3- SITE ACCESS:

All construction traffic and construction deliveries shall access the construction corridor per the following table:



Sta. 0+00 to 20+00	via Southpoint Dr. - entering from Veteran's Park
Sta. 20+60 to 52+50	via Clearwater Way / Temporary Creek Crossing at vicinity of Sta. 23+50.
Sta. 54+40 to 74+00	via Forest Green Dr. - entering from Belleau Wood Park either of two (2) locations
Sta. 0+00 to 2+00 Line B-1	via Clearwater Way-entering from Veteran's Park as shown in Addendum No.1

Saron Drive access as shown on sheet C-12.0 is deleted from the Contract Documents. Construction site access other than listed in the table above, shall be approved by the Engineer.

Temporary Creek Crossing of West Hickman:

A temporary stream/creek crossing of West Hickman Creek is required at Sta. 23+50. The temporary stream crossing is to be used by construction vehicles and heavy equipment. Structures may include bridges, circular pipes, or pipe arches. The temporary stream crossing provides a means for construction vehicles to cross West Hickman Creek without moving sediments to streams, damaging the stream bed and channel bank, or causing flooding. The span shall be designed to withstand the expected loads from heavy construction equipment that will cross the structures.

Design Criteria:

Temporary Bridge Crossing

- Structures may be designed in various configurations. However, the materials used to construct the bridge must be able to withstand the anticipated heavy loading of the construction traffic.
- Crossing Alignment-The temporary crossing shall be at right angles to the stream. Where approach conditions dictate, the crossing may vary 15' from a line drawn perpendicular to the centerline of the stream at intended crossing location. However, every effort shall be taken to install the crossing perpendicular to the stream. All fill material associated with the approach road shall be removed and disposed outside the floodway and floodplain.
- Crossing shall be one traffic lane. The minimum width shall be 12 feet with a maximum width of 20 feet.



- Temporary Culverts Crossings:
 - Limit the width of the fill to that only necessary for the actual crossing
 - Where pipe culverts are installed, Class II Channel Lining, and/or concrete, shall be used.
 - Clean shot rock and/or riprap may be used to fill as fill for crossing. A concrete cap of minimum 6inch shall be constructed over the crossing.
 - The depth of stone cover over the culvert shall be equal to $\frac{1}{2}$ of the diameter of culvert or 12 inches, whichever is greater, but not greater than 18 inches. To protect the sides of the stone from erosion, riprap shall be used.
 - The maximum number of pipes possible should be placed within the stream banks with a maximum spacing of 12 inches between pipes.
 - The minimum sized pipe culvert that may be used is 24 inches.
 - All culverts shall be strong enough to support their cross-sectional area under the maximum expected heavy equipment loads.
 - The slope of the culverts shall match the slope of West Hickman Creek.
 - Crossing Alignment: A temporary culvert crossing shall be at right angles to the stream. Where approach conditions dictate, the crossing may vary 15° from a line drawn perpendicular to the centerline of the stream at intended crossing location, however every effort shall be taken to install the crossing perpendicular to the stream. All fill material associated with the approach road shall be disposed outside the floodway and floodplain.
 - The approaches to the structure shall consist of the following specifications:
 - Clean #2 stone and/or concrete fill only
 - Minimum thickness of 10-inches
 - Minimum width: equal to the width of the structure
 - 25-foot minimum approach length.

Stream Crossing Specifications:

- Clearing and excavation of the streambed and banks shall be kept to a minimum.
- Temporary stream crossing shall be planned to be in service for the shortest practical period of time.
- Upon removal of the structure, West Hickman shall immediately be reshaped to its original cross section and property stabilized as per standard detail sheet C-18.0 and C-19.0.



Maintenance:

- Structure shall be inspected after every rainfall greater or equal to 0.5 inch or equivalent snowfall (4 inches) within a 24-hour time period and at least once a week and all damages repaired immediately.

Submittals:

- Proposed stream crossing is submittal item that will include plan and profile.

Bid Schedule:

- Proposed stream crossing is lump sum bid item refer to revised bid schedule (attached).

4. SPECIFICATIONS

Section 01025 – Measurement and Payment – insert the following:

"2.48 CONSTRUCTION ENTRANCES

Payment for construction entrances shall be paid for at the Contract Lump Sum price, which shall include all five (5) entrances (2-permanent + 3-temporary). This shall include maintenance of traffic, all labor, equipment and materials to construct, maintain and restore to original condition these three (3) temporary construction entrances and construct the two (2) permanent entrances. The limits of the construction entrance for Line B-1 (see Access Exhibit – Line B1) includes all disturbed area from Clearwater Way to MH-13A. Payment for construction entrances shall include the two (2) permanent entrances to Belleau Wood Park"

Section 01025 – Measurement and Payment – insert the following:

"2.49 MONOLITHIC CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

Payment for monolithic concrete curb and gutter removal and replacement shall be paid for at the Contract unit price per linear foot, which shall include base, compaction, formwork, concrete, placement of monolithic concrete curb and gutter, curing compound, maintenance of traffic, removal of existing curb and gutter, and all appurtenances necessary for a complete installation."



4. CLARIFICATIONS

- A. Rock Removal: The pipe envelope shall be that recommended by the pipe manufacturer for the size of pipe specified. Rock excavation shall be measured as a vertical plane from 6 inches below the specified grade to the surface of the rock removed.
- B. Tree Removal: Burning of trees is not permitted. Contractor shall dispose of trees off-site; no debris or cut trees can remain on-site.
- C. Blasting is permitted. Contractor shall perform a pre-blast survey per specification.
- D. Contractor shall coordinate the blasting with Columbia Gas, prior to the commencement of blasting.
- E. Relocation of the 12-inch-high pressure line will be by Columbia Gas.
- F. Contractor to field verify the condition of the crossing beneath Man-O-War Boulevard.
- G. Engineer shall mark the floodway prior to construction.
- H. The 80-ft construction zone is not the same limit as the floodway or floodplain.
- I. Only State Wage Rates apply. Federal Wage Rates do not apply.
- J. A submittal is required for each pipe size. The submittal shall contain as a minimum the following information:
 - a. Pipe size
 - b. Pipe material
 - c. Manufacturer's Recommendation for trench width, bedding , and backfill based upon the size of pipe and the burial depth.
 - d. The pipe submittal(s) is not a pay item.

5. QUESTIONS

	Questions	Answers
1.	Should these two bid items be changed to 6G 48-inch Gravity DI pipe 10.1'- 14' Depth 215 lf (P-27) 6H 48-inch Gravity Sewer pipe 10.1'- 14' Depth 387 lf (P-25 + P-28)	Correct, bid schedule adjusted and included as part of Addendum No. 1.
2.	Can LFUCG require the Contractor to specify the manufacturer for pipe at the time of bid?	Yes. Shall be in Final Addendum.



3.	Is all the Ductile Iron on this project required to be 401 Lined?	No.
4.	Can Tee Base Manholes be allowed so long as they meet the intent and design of the plans?	No.

Todd Slatin

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: *Tribute Contracting and Consultants, LLC*

ADDRESS: *306 Little Solids Road, South Point, OH 45686*

SIGNATURE OF BIDDER: *Todd Slatin*

1.04 BID SCHEDULE

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

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

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

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

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

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

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

BID SCHEDULE

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
1	Mobilization	LS	1		
2	Bonds and Insurance	LS	1		
3	General Conditions	LS	1		
4	Demobilization	LS	1		
5	Erosion and Sediment Control and Conformance with SWPPP	LS	1		
6A	8-inch Gravity Sewer Pipe, 5.1'-10' depth	LF	163		

BID SCHEDULE

WEST HICKMAN TRUNK B/C

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
1	Mobilization	LS	1	24,000.00	24,000.00
2	Bonds and Insurance	LS	1	147,000.00	147,000.00
3	General Conditions	LS	1	180,000.00	180,000.00
4	Demobilization	LS	1	16,250.00	16,250.00
5	Erosion and Sediment Control and Conformance with SWPPP	LS	1	62,000.00	62,000.00
6A	8-inch Gravity Sewer Pipe, 5.1'-10' depth	LF	163	25.50	4,156.50
6B	10-inch Gravity Sewer Pipe, 6.1'-10' depth	LF	284	27.50	7,810.00
6C	18-inch Gravity Sewer Pipe 6.1'-10' depth	L.F.	50	51.50	2,575.00
6D	24-inch Gravity Sewer Pipe 6.1'-10' depth	LF	37	69.50	2,571.50
6E	36-inch Gravity Sewer Pipe 6.1'-10' depth	LF	247	133.00	32,851.00
6F	42-inch Gravity Sewer Pipe 10.1'-14' depth	LF	288	260.00	74,880.00
6G	48-inch Gravity Sewer DI Pipe 10.1'-14' depth	LF	215	400.00	86,000.00
6H	48-inch Gravity Sewer Pipe 10.1'-14' depth	LF	387	210.00	81,270.00
6I	54-inch Gravity Sewer Pipe 10.1'-16' depth	LF	3,424	270.00	924,480.00
6J	60-inch Gravity Sewer Pipe 10.1'-14' depth	LF	3,561	320.00	1,139,520.00

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
7	72-inch Steel Encasement Pipe, with 60-inch carrier pipe, bore and jack	LF	173	3,200.00	553,600.00
8	Manhole Abandonment	EA	18	885.00	15,930.00
9A	Standard Manhole, 4-foot diameter (depth 5.1 to 6.0 ft)	EA	1	2,700.00	2,700.00
9B	Standard Manhole, 4-foot diameter (depth 6.1 to 10.0 ft)	EA	1	3,300.00	3,300.00
9C	Standard Manhole, 5-foot diameter (depth to 6.0-10.1 ft)	EA	5	5,200.00	26,000.00
9D	Standard Manhole, 5-foot diameter (depth to 15-18.5 ft)	EA	1	7,700.00	7,700.00
9E	Standard Manhole, 6-foot diameter (depth to 6.0-10.5 ft)	EA	1	5,900.00	5,900.00
9F	Standard Manhole, 8-foot diameter (depth to 10-14 ft)	EA	18	14,250.00	256,500.00
10A	Drop Manhole, 8-foot diameter (depth to 10-14 ft)	EA	3	14,850.00	44,550.00
10B	Drop Manhole, 8-foot diameter (depth > than 14 ft)	EA	1	22,000.00	22,000.00
10C	Drop Manhole, 10-foot diameter (depth to 10-14 ft)	EA	5	28,000.00	140,000.00
11A	Replace Manhole WH1_46	EA	1	4,300.00	4,300.00
11B	Replace Manhole WH1_47	EA	1	6,550.00	6,550.00
11C	Replace Manhole WH1_49	EA	1	8,900.00	8,900.00
11D	Replace Manhole WH1_53	EA	1	6,350.00	6,350.00
11E	Repace Manhole WHB_702	EA	1	6,300.00	6,300.00
12A	Manhole Structure MH-18A watertight seal and hatch flush with ground	EA	1	28,000.00	28,000.00

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
12B	Manhole Structure MH-19B watertight seal and hatch flush with ground	EA	1	28,500.00	28,500.00
13	Manhole Diaphragm, Manhole Anti-Flotation Collar, & Watertight Cover	EA	35	310.00	10,850.00
14A	Reconnect Existing 54" Gravity Sewer to New Manhole	EA	1	7400.00	7,400.00
14B	Reconnect Existing 42" Gravity Sewer to New Manhole	EA	1	5150.00	5,150.00
14C	Reconnect Existing 36" Gravity Sewer to New Manhole	EA	1	4200.00	4,200.00
14D	Reconnect Existing 21" Gravity Sewer to New Manhole	EA	1	2300.00	2,300.00
14E	Reconnect Existing 18" Gravity Sewer to New Manhole	EA	1	1775.00	1,775.00
14F	Reconnect Existing 15" Gravity Sewer to New Manhole	EA	1	1700.00	1,700.00
14G	Reconnect Existing 10" Gravity Sewer to New Manhole	EA	1	1475.00	1,475.00
14H	Reconnect Existing 8" Gravity Sewer to New Manhole	EA	9	1400.00	12,600.00
15	Concrete Sleeper Slab	CY	60	275.00	16,500.00
16A	Cut and Cap Existing 54" Sewer	EA	3	2150.00	6,450.00
16B	Cut and Cap Existing 48" Sewer	EA	8	1900.00	15,200.00
16C	Cut and Cap Existing 36" Sewer	EA	1	1775.00	1,775.00
16D	Cut and Cap Existing 24" Sewer	EA	1	1525.00	1,525.00
16E	Cut and Cap Existing 18" Sewer	EA	1	1535.00	1,535.00
16F	Cut and Cap Existing 15" Sewer	EA	1	1465.00	1,465.00

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
17A	Pipe Abandonment, Safeload, 42-inch pipe	LF	300	128.00	38,400.00
17B	Pipe Abandonment, Safeload, 48-inch pipe	LF	324	165.00	53,460.00
18A	Creek Crossing and Bank / Stream Restoration West Hickman at STA. 2+00 LINE B-1	LS	1	10,500.00	10,500.00
18B	Creek Crossing and Bank / Stream Restoration West Hickman at STA. 23+25	LS	1	10,500.00	10,500.00
18C	Creek Crossing and Bank / Stream Restoration West Hickman at STA. 53+25	LS	1	10,500.00	10,500.00
18D	Creek Crossing and Bank / Stream Restoration Unnamed Tributary of West Hickman at STA. 18+24	LS	1	8700.00	8,700.00
19A	Concrete Cutoff Wall - 60" pipe	EA	2	6750.00	13,500.00
19B	Concrete Cutoff Wall - 48" pipe	EA	1	5950.00	5,950.00
19C	Concrete Cutoff Wall - double 42" pipe	EA	1	10,850.00	10,850.00
20	Video inspection of new sewer pipe	LF	8,950	7.00	62,650.00
21	Seeding, Temporary, Extra as directed by Engineer	SY	10,000	1.05	10,500.00
22	Site Restoration, Method A	SY	5,000	7.65	38,250.00
23	Site Restoration, Method B	SY	40,000	1.62	64,800.00
24	Site Restoration, Method C	SY	5,000	2.25	11,250.00
25	Dense Graded Aggregate - DGA, Extra as directed by Engineer	Ton	100	23.00	2,300.00
26	No. 9 Crushed Stone, Extra as directed by Engineer	Ton	100	28.75	2,875.00
27	No. 57 Crushed Stone, Extra as directed by Engineer	Ton	100	24.50	2,450.00

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
28	No. 2 Crushed Stone, Extra as directed by Engineer	Ton	100	24.50	2,450.00
29	Flowable (Controlled Density) Fill	CY	100	122.00	12,200.00
30	Concrete Sidewalk	SY	50	69.00	3,450.00
31	Portland Cement Concrete Paving: Private Parking Lots / Driveways / Aprons	SY	100	78.00	7,800.00
32A	Bypass Pumping Setup, <12-inch Sewer Line	EA	1	4,550.00	4,550.00
32B	Bypass Pumping Setup, ≥18-inch <24-inch Sewer Line	EA	1	4,900.00	4,900.00
32C	Bypass Pumping Setup, ≥36-inch <48-inch Sewer Line	EA	3	55,000.00	165,000.00
32D	Bypass Pumping Setup, ≥48-inch Sewer Line	EA	2	75,000.00	150,000.00
33A	Bypass Pumping, <12-inch Sewer Line	HR	40	138.00	5,520.00
33B	Bypass Pumping, ≥18-inch <24-inch Sewer Line	HR	40	215.00	8,600.00
33C	Bypass Pumping, ≥36-inch <48-inch Sewer Line	HR	320	390.00	124,800.00
33D	Bypass Pumping, ≥48-inch Sewer Line	HR	320	445.00	142,400.00
34	Maintenance of Trails (Veteran's Park and Belleau Wood Park)	LS	1	2,450.00	2,450.00
35	Combination Vacuum/Hydraulic Jet/Hydro Excavator, extra as directed by Engineer	HR	10	295.00	2,950.00
36	Backhoe/Extend-a-hoe, Extra as directed by Engineer	HR	150	85.00	12,750.00
37	Hoe Ram, Extra as directed by Engineer	HR	10	150.00	1,500.00
38A	Dump Truck, Single Axle, Extra as directed by Engineer	HR	10	65.00	650.00

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
38B	Dump Truck, Tandem or Tri-Axle, Extra as directed by Engineer	HR	10	80.00	800.00
39A	Large Track Hoe, CAT 311 or Equivalent, Extra as directed by Engineer	HR	10	135.00	1,350.00
39B	Small Track Hoe, CAT 301.6C or Equivalent, Extra as directed by Engineer	HR	10	110.00	1,100.00
40	Skid-Steer Loader, Extra as directed by Engineer	HR	10	80.00	800.00
41	Roller/Compactor, Extra as directed by Engineer	HR	10	50.00	500.00
42	Trail Restoration at Veteran's Park	LS	1	10,000.00	10,000.00
43	Asphalt Base at Belleau Wood Park	Ton	75	255.00	19,125.00
44	Asphalt Surface at Belleau Wood Park	Ton	55	255.00	14,025.00
45	DGA at Belleau Wood Park	Ton	350	23.00	8,050.00
46	Rock Removal	CY	17,000	28.00	476,000.00
47	Allowance. Miscellaneous Site Improvements	LS	1	\$250,000.00	\$250,000.00
48	Construction Entrances	LS	1	53,000.00	53,000.00
49	Monolithic Concrete Curb and Gutter Removal and Replacement	LF	50	49.00	2,450.00
Total Amount Bid (Items 1 Thru 49)					\$5,890,949.00

Total Base Bid Amount (In Words):
Five million eight hundred ninety thousand nine hundred forty nine dollars and zero cents

Respectfully Submitted,

FIRM: Tribute Contracting & Consultants, LLC

ADDRESS: 306 Little Solida Rd

CITY/STATE/ZIP: South Point, OH 45680

DATE: 09-08-2016

BY: 
(must be original signature)

TITLE: Todd Harrah, manager/member

PHONE: 740-302-2697 FAX: 740-894-3168
(area code, number & extension)

EMAIL ADDRESS: tharrah88@yahoo.com

OFFICIAL ADDRESS AND PHONE:

306 Little Solida Rd.

South Point, OH 45680

740-302-2697 (Seal if Bid is by Corporation)

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

1.05 STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of Bidder: Tribute Contracting & Consultants, LLC
- B. Permanent Place of Business: 306 Little Solida Rd, South Point, OH 45680
- C. When Organized: 11-10-2014
- D. Where Incorporated: State of Ohio
- E. Financial Condition:

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

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

Great American Insurance Company (Surety)

Signed: Chasman E. Massey (Representative of Surety)
Mike Winkler

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Separate sheet attached</u>		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Beckley Sewer Project</u>	<u>Beckley, WV</u>	<u>3,238,775 (98% complete)</u>
<u>St. Marys Prison Sewer</u>	<u>St. Marys, WV</u>	<u>981,440 (80% complete)</u>
<u>Wilderness Water</u>	<u>Summersville, WV</u>	<u>795,940 (100% complete)</u>
<u>Webb Tank Water Project</u>	<u>Crum, WV</u>	<u>113,726 (100% complete)</u>
<u>Fairborn Raw Water</u>	<u>Fairborn, OH</u>	<u>1,884,506 (60% complete)</u>
<u>Ironton Storm Sewer</u>	<u>Ironton, OH</u>	<u>774,088 (20% complete)</u>
<u>UK Trunk Sewer A</u>	<u>Lexington, KY</u>	<u>2,767,032 (Not started)</u>

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20679

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
THOMAS C. PHIPPS	ASHLAND, KENTUCKY	ALL
J. MICHAEL WELLMAN	ASHLAND, KENTUCKY	\$100,000,000
CLARENCE C. MASSEY	HUNTINGTON, WEST VIRGINIA	
THOMAS H. BOTTOMS, JR.	HUNTINGTON, WEST VIRGINIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15TH day of DECEMBER 2015

GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 15TH day of DECEMBER, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument, that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of September, 2016



Atty L C B
Assistant Secretary

306 Little Solida Road
South Point, OH 45680
(p) 740-451-1010
(f) 740-894-3168
tharrah88@yahoo.com

September 8, 2016

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

Re: Similar Completed Job List for West Hickman B&C Bid

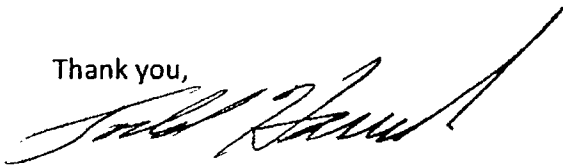
Dear LFUCG:

The following is a list of similar projects completed by Tribute Contracting & Consultants, LLC for West Hickman Trunk B&C bid form, page 13.

- 1) May 2015, C-3 Church Parking Lot Drainage, \$20,000.00
- 2) January 2016, Mingo County PSD/Ben Creek Water Project, \$3,281,274.52
- 3) June 2015, City of Hinton, WV/Hinton Sewer Project, \$148,743.00
- 4) July 2015, Crum PSD/ Crum K-8 School Bore, \$21,000.00
- 5) June 2016, Crum PSD/Webb Tank Project, \$113,726.00
- 6) August 2016, Wilderness PSD/ Wilderness Water Project, \$783,934.30

If you need any additional information regarding these jobs, including contact information, please feel free to give me a call.

Thank you,



Todd Harrah, Manager

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
<u>Todd Harrah</u>	<u>Project Manager</u>	<u>2</u>
<u>Brian Sanders</u>	<u>Superintendent</u>	<u>2</u>
<u>Josh Davidson</u>	<u>Foreman</u>	<u>2</u>
<u>Scott Walters</u>	<u>Foreman</u>	<u>2</u>
_____	_____	_____

J. MWDBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>MWDBE</u>	<u>% of WORK</u>
<u>Total Vue, Inc.</u>	<u>Beckley Contract 111</u>	<u>MBE</u>	<u>19%</u>
<u>Total Vue, Inc.</u>	<u>Ironton Storm Sewer</u>	<u>MBE</u>	<u>19%</u>
<u>Total Vue, Inc.</u>	<u>Wilderness Contract 1</u>	<u>MBE</u>	<u>1%</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

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

1.06 LIST OF PROPOSED SUBCONTRACTORS

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

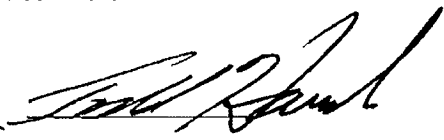
<u>BRANCH OF WORK**</u> (List each major item)	<u>SUBCONTRACTOR</u>	<u>MWDBE (yes/no)</u>	<u>% of WORK</u>
1. <u>Sewer Line Installation</u>	Name: <u>ConnHurst, LLC</u> Address: <u>879 Wilson Run Road</u> <u>Wallingford, KY 41093</u>	<u>NO</u>	<u>30%</u>
2. <u>Bypass Pumping</u>	Name: <u>Xylem, Inc.</u> Address: <u>1615 State Route 131</u> <u>Milford, OH 45150</u>	<u>NO</u>	<u>1-5%</u>
3. <u>Testing</u>	Name: <u>Tru Tests, LLC</u> Address: <u>PO Box 221166</u> <u>Louisville, KY 40252</u>	<u>yes</u>	<u>1-3%</u>
4. <u>Bore & Jack</u>	Name: <u>Capitol Tunneling, Inc.</u> Address: <u>2216 Refuge Road</u> <u>Columbus, OH 43207</u>	<u>NO</u>	<u>7%</u>
5. <u>Seeding & Erosion Blanket</u>	Name: <u>Something Bloomin', LLC</u> Address: <u>1206 Clear Creek Rd.</u> <u>Nicholasville, KY 40356</u>	<u>yes</u>	<u>1%</u>
6. _____	Name: _____ Address: _____	_____	_____

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

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

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

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

Todd Harrah 
Company manager/member Date 09/08/2016 Representative
Tribute Contracting & Consultants, LLC

1.08 STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Todd Harrah

POSITION/TITLE: Project manager

STATEMENT OF EXPERIENCE: See attached statement

NAME OF INDIVIDUAL: Brian Sanders

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: 22 years working in underground
utility construction

NAME OF INDIVIDUAL: Josh Davidson

POSITION/TITLE: Foreman

STATEMENT OF EXPERIENCE: 15 years working in underground
utility construction

NAME OF INDIVIDUAL: Scott Walters

POSITION/TITLE: Foreman

STATEMENT OF EXPERIENCE: 19 years working in underground
utility construction

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

TODD HARRAH

306 Little Solida Rd
South Point Ohio 45680
740-302-2697
Tharrah88@yahoo.com

EMPLOYEEMENT HISTORY

Tribute Contracting and Consultants LLC.

2014 - Present

Manager / Member

Bid projects, Establish budget and project schedules, Review and monitor design and/or Construction documents for conformance with budget and schedule, negotiate award and write subcontracts and material purchases. Monitor Superintendents on Monthly Schedule and Safety requirements. Prepare financial reports and forecasts for accounting.

Mike Enyart & Sons Inc. 2008 – 2014

Project Manager', Senior Estimator

Develop cost-effective plans and schedules for completion of projects following a logical pattern for utilization of resources. Select and coordinate work of subcontractors working on various phases of the project. Oversee performance of all trade contractors and reviews architectural and engineering drawings to make sure that all specifications and regulations are being followed. Supervise superintendents and foremen, reviews their reports, checks on any reported difficulties, and corrects any safety violations or other reported deficiencies. Tracks and controls construction schedule and associated 10sts to achieve completion of project within time and monies allocated. Reports to owners and architects about progress and any ne1~ssary modifications of plans that seem indicated. Coordinate with Department personnel to assist in establishing the project scope and standards of construction projects. Assess scope and location of all projects, estimate equipment, manpower, cost of project and materials required to project completions.

C J Hughes Jan 2008 – Apr. 2008

Project Manager / Estimator

Develop cost-effective plans and schedules for completion of projects following a logical pattern for utilization of resources. Select and coordinate work of subcontractors working on various phases of the project. Oversee performance of all trade contractors and reviews architectural and engineering drawings to make sure that all specifications and regulations are being followed.

Eastern States and Pump 2006 – 2008

Project Manager/ Estimator / Superintendent

Planning, development and implementation of all projects. Worked in all positions including heavy machine operator, job estimating working with senior estimator Don Harrah, foreman and superintendent.

Bill Enyart and Sons Inc. 2000 - 2006

Equipment Operator / Foreman / Superintendent

Planning, development and implementation of all projects. Worked in all positions including heavy machine operator, job estimating, foreman and superintendent.

Reynolds, Inc. 1987 - 2000

Laborer, Truck Driver, Pipe Layer, Heavy Machine Operator and Foreman.

Training

OSHA, Excavation Subpart-P, Confined Space, CPR, First Aid, and Hazmat.

Extensive hands on Engineering, specific to Water and Sewer Design, Layout, Take-off and Construction.

EXPERIENCE RECORD FOR TODD HARRAH WITH MIKE ENYART AND SONS, INC.

During the six years and eight months with Mike Enyart & Sons, Inc., I was project manager, estimator, and contact for approximately 90 percent of the projects totaling almost 90 million dollars. My duties were to oversee and direct workforce, machinery, and materials on the projects. I also handled correspondences and pricing of change orders and work directives with the project owners and engineers. These duties included all billing and pricing, and work in progress financials for the company.

The following projects are just a few of the projects I performed these duties:

2008

Fairmont water contract B: approx. 60,000' of 12" waterline including road bores, stream crossings, and PRV stations.

Contract amount 2.6 million

Owner: City of Fairmont Dave Sago utility director Ph. 1-304-366-6231
200 Jackson Street
Fairmont, WV 26554
Engineer: Greenhorn & O'Mara Richard Gaines Ph. 1-304-366-9401
111 Elkins Street
Fairmont, WV 26554

Logan County P. S. D. North Fork Waterline Extension: 50,000' of 2" - 10" water main, 1 100 GPM Booster Station, and 1 Telemetry system.

Contract amount: 1.8 million

Owner: Logan County P.S.D. William Baiseden 1-304-946-2641
41 Armory Road
Monaville, WV 25601
Engineer: Stafford Consultants, Inc. Ed Shutt 1-304-425-9555
P.O. Box 5849
Princeton, WV 24740

2009

White Sulphur Springs Wastewater Collection System Upgrades Contract 2: 14,000' of 6" – 18" gravity sewers, 68 manholes, Remove and replace 110 manhole frame and covers, and 2600 tons of asphalt overlay and milling.

Contract amount: 2.7 million

Owner: City of White Sulphur Springs Ronnie Tipton Ph. 1-304-536-0206
34 W. Main Street
White Sulphur Springs, WV 24986
Engineer: Ghosh Engineers, Inc. Bill Cunningham/ Ronnie Fisher 1-304-343-5300

4710 Chimney Drive Suite A
Charleston, WV 25302

2010

Dille-Widen Water Contract #1: 84,000' of 2"-8" water main, 6 – pressure reducing stations, 2- booster stations, complete satellite telemetry system, 350- water meter replacements.

Contract amount: 3.4 million

Owner: Birch River P.S.D. Mike Davis 1-330-603-3649

158 Powell's Creek Road
Birch River, WV 26610

Engineer: E. L. Robinson Ray Tilley 1-304-252-7473

207 Brookshire Lane
Beckley, WV 25801

Malden P.S.D. Eight Mile, Upper Campbell's Creek Sewer Upgrades Contract #1: 19,000' of 8" CIPP lining of existing sewer mains, 7,500' of 6" sewer lateral installation, connection of 190 house service laterals.

Contract amount: 1.4 million

Owner: Malden P.S.D. Chet Adkins 1-304-925-6997

120 Gap View Drive
Charleston, WV 25306

Engineer: Thrasher Group Inc. Dan Ferrell 1-304-624-4108

600 White Oaks Boulevard
Bridgeport, WV 26330

2011

Shady Spring P.S.D. Pump Station & Forcemain Upgrades Contract #1: 13,000' of 6" forcemain, Upgrades of 6 existing lift stations including control work, generators, and new electrical.

Contract amount: 2.2 million

Owner: Shady Spring P.S.D. Jerry Smith 1-304-255-1565

P.O. Box 235
Beaver, WV 25813

Engineer: E. L. Robinson Joe Carney 1-304-776-7473

5088 Washington Street West
Charleston, WV 25313

Danese P.S.D. Contract 2 Watermain Extension: 40,000' of 2"-8" watermain, 2 – Booster Stations

Contract amount: 2.0 million

Owner: Danese P.S.D. 1-304-438-6686

15059 Stanaford Road
Danese, WV 25831

Engineer: E. L. Robinson Ray Tilley 1-304-252-7473
207 Brookshire Lane
Beckley, WV 25801

2012

Diana Watermain Extension Project Contract #1: 55,000' of 2"-8" watermain, water tank site work and access road construction.

Contract amount: 2.7 million

Owner: West Virginia American Water David Carovalano 1-304-340-2018
1600 Pennsylvania Avenue
Charleston, WV 25302

Engineer: Teredon Corporation Bud McCallister 1-304-755-8291
409 Jacobson Drive
Poca, WV 25159

Village of Middleport Sewer System Improvements Phase 1: 13,000' of 4" – 42" gravity sewers, 9,000' of 12" forcemain, upgrades to 7 existing lift stations, and minor upgrades to wastewater plant.

Contract amount: 6.3 million

Owner: Village of Middleport Faymon Roberts 1-740-992-5571
659 Pearl Street
Middleport, OH 45760

Engineer: Urs Corporation, Inc. Jim Stump 1-614-464-4500
940 Dublin Road
Columbus, OH 43215

2013

Anchor Road Waterline Extension Project Contract #1: 32,000' of 2' – 10" watermain, 1900' of 12" – 24" road bore, 1 booster station and telemetry system.

Contract amount: 3.1 million

Owner: Logan County P.S.D. William Baiseden 1-304-946-2641
41 Armory Road
Monaville, WV 25601

Engineer: Stafford Consultants, Inc. Ed Shutt 1-304-425-9555
P.O. Box 5849
Princeton, WV 24740

37TH Street Lift Station Improvements Contract #2: 7,000' of 20"- 30" forcemain, 750' of 24" gravity sewer, 2 regulator boxes, and upgrade to existing sewer treatment plant.

Contract amount: 1.9 million

Tribute Contracting and Consultants LLC

2015 - 2016

Beckley Sewer Project – 23,000 sewer line 4”-18” 110 Manholes.

Owner – Beckley WV Sanitation Board.

Owner – Contact (Jeremiah Johnson 304-253-3526)

Date of Construction 11/2015 – Oct 2016

Contract Amount – 3,238,775.00

Engineer - Burgess and Niple (Timm Utt 304-485-8573)

2016

St Mary’s Sewer Project – 2400 of 8” and 12” Gravity sewer, 1600 LF 12”-18” Storm Sewer, 3300 LF of 4” Gas Line, 20 Manholes and Drop inlets.

Owner is WV Dept. of Corrections – Contact (Philip Farley 304- 558-2036-ext 53463)

Date of Construction Jan. 2016

Contract amount \$981,440.00

Engineer firm – S & S Engineering Charleston WV (Jessie O. Parker, JR 304 – 342-7168)

2016

Ironton Sewer Project – 5000 LF of 18” – 30” Storm Sewer, 600 LF of 8” Gravity Sewer, 35 Manholes and restoration.

Owner is Ironton Ohio Sanitation Board

Owner – Contact (Mike Williams 740-532-2411)

Date of Construction Aug. 2016 – Jan. 2017

Contract Amount - \$774,088.00

Engineer Firm E L Robinson – (Mike Williams 740-523-2411)

2016

Lexington Kentucky Sewer Project – Installation of 1100 LF of 4”, 100 LF of 6”, 600 LF of 8”, 2300 LF of 42” Gravity and 375 LF of CIPP

Owner – LFUCG

Owner Contact – (Courtney Thacher 859-425-2439)

Date of Construction – September 2016 – September 2017

Contract Amount \$2,767,032.00

Engineer Firm - MSE (Contract - Glen Ross 859-223-5694)

2016

Fairborn Water Project – Installation of 9111 LF of 18” DIP, 5 - 18” Valves with vaults

Owner – Fairborn Ohio PSD

Owner Contact – (Karen Hawkins 937-754-3097)

Date of Construction – May 2016 – March 2017

Contract amount – \$1,885,506.00

Engineer Firm – AECOM (Contract Brian Benedict 614-464-4500)

1.09 EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

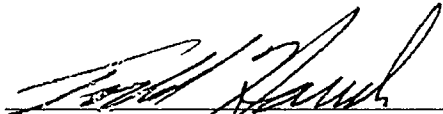
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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


Signature

Tribute Contracting & Consultants, LLC
Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

1.10 LFUCG MWDBE PARTICIPATION FORM

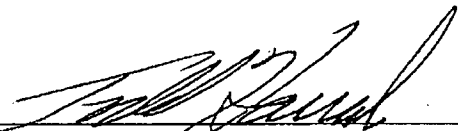



LFUCG Bid/RFP/Quote Reference No. 103-2016

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
Tru Tests, LLC Kristi Conrad PO Box 221166 Louisville, KY 40252 502-552-5142, trutests@trutests.com	Testing	TBD	approximately 1-3%
Somehin' Bloomin', LLC Cindy England 1206 Clear Creek Rd Nicholasville, KY 40356 859-536-7568, sbloomin@aol.com	Seeding & Erosion Blanket	TBD	approximately 1%
Geo Enterprises, Inc. Gigi Bacon PO Box 463 London, KY 40743 606-864-7550, gigibacon@windstream.com	Supplier	TBD	Less than 10%

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.

Tribute Contracting & Consultants, LLC 
 Company Company Representative


09/08/2016
 Date

Todd Harrah, manager/member
 Title

1.11 LFUCG MWDBE SUBSTITUTION FORM

LFUCG Bid/RFP/Quote Reference No. 103-2016

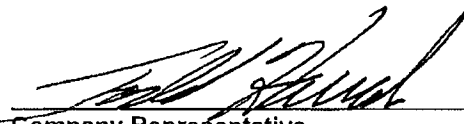


The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized 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
TBD					

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.

Tribute Contracting & Consultants, LLC
Company


Company Representative

^{TD}
09/08/2016
Date

Todd Harrah, Manager/member
Title

1.12 MWDBE QUOTE SUMMARY FORM



LFUCG Bid/RFP/Quote Reference No. 103-2016

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name <u>Tribute Contracting & Consultants, LLC</u>	Contact Person <u>Todd Harrah</u>
Address/Phone/Email <u>306 Little Solida Rd South Point, OH 45680 +harrah88@yahoo.com</u>	Bid Package / Bid Date <u>West Hickman Trunk B & C LFUCG Bid No. 103-2016 09/01/16</u>

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)	DBE * AA HA AS NA Female
<u>Tru Tests, LLC PO Box 221166 Louisville, KY 40252</u>	<u>Kristi Conrad</u>	<u>502-552-5142 trutestseals@yahoo.com</u>	<u>8/31/16</u>	<u>Testing</u>	<u>e-mail</u>	<u>TBD</u>	<u>Female</u>
<u>Something Bloomin', LLC 1206 Clear Creek Rd Nicholsville, KY</u>	<u>Cindy England</u>	<u>859-536-7568 sbloomin@aol.com</u>	<u>8/31/16</u>	<u>Seeding & Erosion Blanket</u>	<u>e-mail</u>	<u>TBD</u>	<u>Female</u>
<u>Geco Enterprises Inc. PO Box 463 London, KY 40343</u>	<u>Gigi Bacon</u>	<u>606-864-7550 gigibacon@windstream.com</u>	<u>9/1/16</u>	<u>Supplier</u>	<u>e-mail</u>	<u>TBD</u>	<u>Female</u>

*(DBE 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.

Tribute Contracting & Consultants, LLC
Company

Todd Harrah
Company Representative

09/08/2016
Date

Todd Harrah, Manager/Member
Title



TruTest, LLC.

P.O. Box 221166, Louisville, KY 40252-1166 / (502) 552-5142 / Fax (502) 448-9533

TRUTEST QUOTATION

Job: West Hickman Sewer Trunk B & C (Revised for Prevailing Wage)

Date: August 30, 2016

<u>Item Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
6A 8" Air & Deflection	0.49 / Ft	163	\$ 79.87
6B 10" Air & Deflection	0.59 / Ft	284	167.56
6C 18" Air & Deflection	0.79 / Ft	50	39.50
6D 24" Air & Deflection	0.99 / Ft	37	36.63
6E 36" Air & Deflection	1.89 / Ft	247	466.83
6F 42" Air Test	2.49 / Ft	288	717.12
6G 42" Joint Test	2.49 / Ft	288	717.12
6G 42" Deflection Test	1.99 / Ft	288	573.12
6H 48" Air Test	2.99 / Ft	602	1,799.98
6H 48" Joint Test	2.49 / Ft	602	1,498.98
6H 48" Deflection Test	1.99 / Ft	602	1,197.98
6I 54" Air Test	3.50 / Ft	3,424	11,984.00
6I 54" Joint Test	1.79 / Ft	3,424	6,128.96
6I 54" Deflection Test	0.79 / Ft	3,424	2,704.96
6J 60" Air Test	4.00 / Ft	3,561	14,244.00
6J 60" Joint Test	1.79 / Ft	3,561	6,374.19
6J 60" Deflection Test	0.79 / Ft	3,561	2,813.19
9A,B 48" MH Vacuum Test	69.00 / Ea	2	138.00
9C,D 60" MH Vacuum Test	99.00 / Ea	6	594.00
9E 72" MH Vacuum Test	149.00 / Ea	1	149.00
9F 96" MH Vacuum Test	299.00 / Ea	18	5,382.00
10A 96" MH with Drop Vacuum Test	349.00 / Ea	2	698.00
10C 120" MH with Drop Vacuum Test	459.00 / Ea	1	459.00
1 Mobilization	4,900.00	1	4,900.00
MH Diaphragm	49.50 / Ea	47	2,326.50

- All air testing is low pressure of 3.5 PSI. Any higher pressures due to height of water around pipe will result in increased prices.
- All testing is based on one mobilization which should take care of all testing. If contractor wants testing done in stages there will be additional mobilizations at agreed upon price.
- Vacuum testing is based on only one round opening at top of manhole. Additional openings or hatch doors may require special equipment and increased pricing.
- Contractor may be required to remove manhole tops and/or castings to place plugs in line.
- Contractor may be required to help lower or raise equipment into line.
- Prices above based on providing all the testing.

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

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

Subcontractor Name GECO Enterprises, Inc.		Project Name WEST HICKMAN TRUNK SEWER B & C	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Gigi Bacon	
Address P O Box 463, London, KY 40743-0463			
Telephone No. 606-864-7550		Email Address gigibacon@windstream.net	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor
	<i>To be Determined</i>	

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

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



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

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

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

Subcontractor Name GECO Enterprises, Inc.		Project Name WEST HICKMAN TRUNK SEWER B & C	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address P O Box 463, London, KY 40743-0463			
Telephone No. 606-864-7550		Email Address gigibacon@windstream.net	
Prime Contractor Name		Issuing/Funding Entity:	

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

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

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




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

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

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

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
	Gigi Bacon
Title	Date
PRESIDENT	09/01/2016

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



Matthew G. Bevin
Governor

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
Frankfort, Kentucky 40622
www.transportation.ky.gov/

Greg Thomas
Secretary

May 19, 2016

Georgia "Gigi" Bacon, President
GECO ENTERPRISES, INC.
PO Box 463
London, KY 40743

Subject: DBE Annual Certification Review - 2016

Dear Ms. Bacon:

Thank you for submitting your Disadvantaged Business Enterprise annual review paperwork. We have received all documents necessary, and after a thorough review, do not have any questions or concerns at this time. Therefore, GECO ENTERPRISES, INC. continues to meet the eligibility criteria for DBE Certification pursuant to U.S. Department of Transportation, 49 C.F.R. Part 26.

You must submit a signed and notarized Annual "No Change Affidavit" on your review date each year, along with the required supporting documents in your notice. Failure to do so may result in removal of your firm from our DBE program.

Should you have any questions, please feel free to contact the Small Business Development Branch at 502-564-3601 or 1-800-928-3079.

Sincerely,

A handwritten signature in black ink, appearing to read "Megan Tillman".

Megan Tillman
Program Coordinator
Office for Civil Rights & Small Business Development

Certified Mail # 7010 2780 0002 9972 1883



An Equal Opportunity Employer M/F/D



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary

June 3, 2015

Georgia "Gigi" Bacon, President
GECO ENTERPRISES, INC.
PO Box 463
London, KY 40743

Dear Ma. Bacon:

The Kentucky Transportation Cabinet's DBE Certification Committee, has determined that **GECO ENTERPRISES, INC.** continues to meet the eligibility requirements of a woman-owned Disadvantaged Business Enterprise (DBE) and remains program-eligible pursuant to 49 C.F.R. Part 26. Along with your DBE continuation, your Small Business Enterprise (SBE) certification has been reciprocally renewed.

GECO ENTERPRISES, INC. is DBE/SBE certified to perform the below NAICS codes, which include the following items of work:

NAICS code(s) for which DBE/SBE status is recognized: 237310, 423320, 423390, 423510, 423720

Items of Work: dense graded aggregate base construction, cement concrete base construction, curb and gutter, sidewalk, entrance pavement, paved ditch, culverts, tying steel reinforcement, storm drainage and storm sewer; also as a material supplier of all construction related materials

Absent a finding of regulatory non-compliance, a change in the majority ownership and/or control, or a successful third party challenge, this certification will be eligible for review on June 30, 2018.

In accordance with 49 C.F.R. §26.83(j), this firm will be required to submit an affidavit annually to determine whether your firm continues to meet the standards as set forth in 49 C.F.R. Part 26.

Sincerely,

Tony Youssefi
DBE Branch Manager
Small Business Development Branch

mrt/TY



An Equal Opportunity Employer M/F/D

THIS CERTIFIES THAT

Geco Enterprises, Inc.



* Nationally certified by the: **TRISTATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 237310; 423320; 423390; 423510; 423720

* Description of their products/services as defined by the North American Industry Classification System (NAICS)

07/08/2016

Issued Date

TN01208

Certificate Number

Handwritten signature of Jose B. Wright-Lacy in black ink.

Joset B. Wright-Lacy

Handwritten signature of Cheryl K. Henderson in black ink.

Cherl K. Henderson, President/CEO

08/16/2017

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Center Develop. Council, Advocate

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

List of Active MBE/WBE Certified Businesses



GECO Enterprises, Inc

Address : 1221 East 4th Street London, KY 40743 Telephone :

MBE

(606) 864-7550 Fax (606) 864-6390

Email : _____ :

Attn: Ms. Gigi Bacon

Web Site: _____

Type Of Work NMSDC Commercial construction supplier Distributor
of asphalt aggregate cement concrete steel reinforcement
structural steel steel rebar pipe PVC pipe ductile iron pipe fiber
optic cable fittings flanges gabions clamps valves fire
hydrants water meters water line gates access
boxes manholes water meter pits fusion pipes submersible pumps
grinder pumps and all other construction related materials

1.13 LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

LFUCG Bid/RFP/Quote No. 103-2016



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. In order to measure that goal LFUCG will track spending with MWDBE vendors 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.

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract # <u>West Hickman Trunk B & C</u>	Work Period/ From: <u>TBD</u> To:
Company Name: <u>Tribute Contracting & Consultants, LLC</u>	Address: <u>306 Little Solida Rd, South Point, OH 45680</u>
Federal Tax ID:	Contact Person: <u>Todd Harrah</u>

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
<u>Tri Tests, LLC PO Box 221166 Louisville, KY 40252 502-552-5142</u>	<u>Testing</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>Something Bloomin' LLC Nicholasville, KY 859-536-7568</u>	<u>Seeding</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>Geco Enterprises, Inc London, KY 606-864-7590</u>	<u>Supplier</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>

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.

Tribute Contracting & Consultants, LLC
Company

Todd Harrah
Company Representative

09/08/2016
Date

Todd Harrah, Manager/member
Title

1.14 LFUCG STATEMENT OF GOOD FAITH EFFORTS

LFUCG Bid/RFP/Quote No. 103-2016



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 MWDBEs on the project and can supply the appropriate documentation.

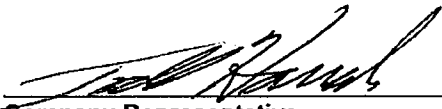
- Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.
- Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce
- Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- Made an effort to offer assistance to or refer interested MWDBE firms 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 beyond the usual geographic boundaries.
- Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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. Documentation of Good Faith Efforts are to 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.

Tribute Contracting & Consultants, LLC 
Company Company Representative

^(T.H.)
09-08-2016
Date

Todd Harrah, Manager/Member
Title

1.15 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Tribute Contracting & Consultants, LLC
(Name of Bidder)

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

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

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

1.16 WORKFORCE ANALYSIS FORM

Name of Organization: Tribute Contracting & Consultants, LLC Date 09/08/2016

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	2	2						2	
Professionals									
Superintendents	1	1						1	
Supervisors									
Foremen	4	4						4	
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	2	1	1					1	1
Skilled Craft									
Service/Maintenance									
Total	9	8	1					8	1

Prepared By: Todd Hannah, Manager/Member


1.17 EVIDENCE OF INSURABILITY

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

Names Insured: Tribute Contracting & Consultants, LLC
 Address: 306 Little Solida Rd, South Point, OH 45080
 Project to be insured: West Hickman Trunk B & C

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

Article Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided to Insured	Name of Insurer	A.M. Best's	
					Code	Rating
1.05.D.1	CGL	\$1,000,000/per occ., \$2,000,000/aggregate or \$2,000,000 combined single limit Requirements (a) through (e)	1,000,000 /occ 2,000,000/agg	Liberty Mutual Insurance Co.	24074	A
1.05.D.1	Auto	Combined single \$1,000,000/per occ aggregate Requirements (a) through (c)	1,000,000 CSL	Liberty Mutual Insurance Co.	24074	A
1.05.D.1	WC	\$ Statutory	Statutory OH, WV, KY	Brickstreet Insurance	12372	A-
1.05.D.1	Employer's Liability	\$500,000	1,000,000 OH, WV, KY	Brickstreet Insurance	12372	A-

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

Agency or Brokerage: Peoples Insurance Agency
101 Fifth Avenue
 Street Address: Huntington, WV 25701
 City: 304-528-2463
 Telephone Number: Aimee Ellis
 Name of Authorized Representative: Insurance Agent
 Title: Aimee Ellis
 Authorized Signature: 9-8-16
 Date

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

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

1.18 DEBARRED FIRMS

PROJECT NAME: West Hickman Trunk B & C
LFUCG BID NO.: 103-2016

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

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

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

The undersigned hereby certifies that the firm of Tribute Contracting & Consultants, LLC has not and will not award a subcontract, in connection with any Agreement award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 As Amended or any Federal Law.

Tribute Contracting & Consultants, LLC
Name of Firm Submitting Bid


Signature of Authorized Official

Todd Harrah, Manager/member
Title

09-08-2016
Date

1.19 DEBARMENT CERTIFICATION

All Contractors/Subcontractors shall complete this certification.

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

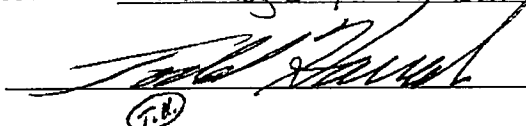
- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive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

Firm Name: Tribute Contracting & Consultants, LLC

Project: West Hickman Trunk B & C, LFUCG Bid No. 103-2016

Printed Name: Todd Harrah

Title of Authorized Representative: Manager/member

Signature: 

Date: 09-08-2016

1.20 CERTIFICATION REGARDING LOBBYING

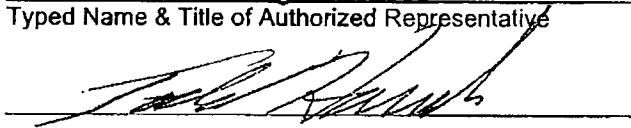
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Todd Harrah, Manager/Member
Typed Name & Title of Authorized Representative



Signature of Authorized Representative

Date 09/08/2016 ^(TH)

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

1.21 BID BOND

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we Tribute Contracting & Consultants, LLC
as principal (the "Principal") and Great American Insurance Company
hereinto called Surety, are held and firmly bound unto

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

as obligee (the "Obligee"), in the penal sum of Five Percent (5%) of Amount Bid dollars
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.


WHEREAS, the Principal has submitted a bid for
West Hickman Trunk B and C

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

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

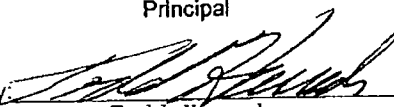
DATED as of this 8th day of September, 2016.

WITNESS / ATTEST:



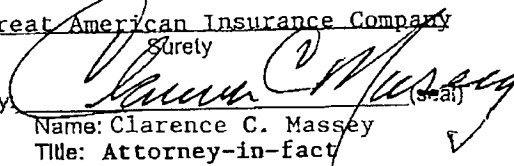
Principal (Secretary) Steven D Whaley

Tribute Contracting & Consultants, LLC
Principal

By:  (seal)
Name: Todd Harrah
Title: Manager/Member

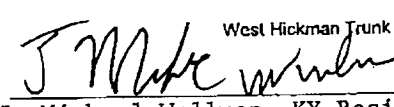
Aimee Ellis

Surety (Secretary) Aimee Ellis

Great American Insurance Company
Surety
By:  (seal)
Name: Clarence C. Massey
Title: Attorney-in-fact

RMP Specifications

00410-33

By: 
J. Michael Wellman, KY Resident Agent
Attorney-in-fact, Great American Insurance Co.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20679

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
THOMAS C. PHIPPS	ASHLAND, KENTUCKY	ALL
J. MICHAEL WELLMAN	ASHLAND, KENTUCKY	\$100,000,000
CLARENCE C. MASSEY	HUNTINGTON, WEST VIRGINIA	
THOMAS H. BOTTOMS, JR.	HUNTINGTON, WEST VIRGINIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **15TH** day of **DECEMBER**, 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L. C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this **15TH** day of **DECEMBER**, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **8th** day of **September**, 2016



Atty L. C. B.
Assistant Secretary

POWER OF ATTORNEY

(Attach to Bid Bond)

END OF SECTION