

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

Bid Number: #97-2020

Date: October 5, 2020

Subject: West Hickman BPR Improvements

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

See the attached sign in sheet and DBE notes from the site visit.

All questions must be received by the 4:00 PM October 8, 2020.

Plan holders can be registered at Lynn Imaging or in Ionwave.

All Bids must be submitted online in Ionwave, including all completed bid documents.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Smith Contractors, Inc.

ADDRESS: P.O. Box 480, Lawrenceburg, KY 40342

SIGNATURE OF BIDDER:





ADDENDUM #2

Bid Number: **#97-2020**

Date: October 15, 2020

Subject: West Hickman BPR Improvements

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:

	Questions	Answers
1	Please confirm the Owner will be responsible for draining and cleaning the existing basins to allow for the installation of the new mixers. If this work is to be performed by the Contractor, please identify the quantity of sludge\debris to be removed and the disposal location or establish a bid allowance amount for the work.	LFUCG will drain and clean the basins. The Contractor will be responsible for coordinating with the Plant Superintendent.
2	How long can the BPR influent and effluent channels be taken out of service to allow for the installation of the new sample pumps and associated piping?	These channels will be taken out of service by LFUCG for the necessary installations. The maximum amount of time that the channels can be out of service is one and a half days (1 ½ days). This work must be coordinated with the Plant Superintendent. Weather conditions can alter this time frame. If necessary, these channels may be taken out of service again after a one-week period. It is anticipated that the Contractor will have all necessary materials, accessories, and equipment on site and ready for the installation.





3	How many of the existing basins may be taken out of service at one time to allow for the installation of the new mixers?	Four (4) of the basins may be out of service at one time. Basin No. 1 and Basin No. 2 cannot be out of service at the same time. This is to be coordinated with the Plant Superintendent.										
4	Please identify any costs/fees associated with Consent Decree fines in the event the construction exceeds the specified duration.	<p>West Hickman BPR Improvements is a LFUCG Consent Decree project. Following is language from the Consent Decree with respect to stipulated penalties for failure to complete this project on schedule.</p> <p>For each day LFUCG fails to timely complete projects required in Section VII of the Consent Decree (compliance Requirements Relating to Sanitary Sewer System) in accordance with the schedule set forth in the Consent Decree or in an approved compliance program, LFUCG may be assessed stipulated penalties for each such project as follows:</p> <table border="0" data-bbox="800 1102 1323 1407"> <thead> <tr> <th style="text-align: left;"><u>Period beyond Completion Date</u></th> <th style="text-align: right;"><u>Penalty per Violation per Day</u></th> </tr> </thead> <tbody> <tr> <td>1-30 days</td> <td style="text-align: right;">\$1,000.00</td> </tr> <tr> <td>31-60 days</td> <td style="text-align: right;">\$1,500.00</td> </tr> <tr> <td>61-120 days</td> <td style="text-align: right;">\$2,000.00</td> </tr> <tr> <td>More than 120 days</td> <td style="text-align: right;">\$3,000.00</td> </tr> </tbody> </table> <p>In addition, for the circumstances described below, LFUCG may be assessed stipulated penalties as specified below:</p> <p>(i) For any recurring SSO that occurs at a location identified on Appendix A for which a project has been identified to eliminate the Recurring SSO under a Capital Improvement Project of the Sanitary Sewer System and WWTP Remedial Measures Plan after the SSO elimination</p>	<u>Period beyond Completion Date</u>	<u>Penalty per Violation per Day</u>	1-30 days	\$1,000.00	31-60 days	\$1,500.00	61-120 days	\$2,000.00	More than 120 days	\$3,000.00
<u>Period beyond Completion Date</u>	<u>Penalty per Violation per Day</u>											
1-30 days	\$1,000.00											
31-60 days	\$1,500.00											
61-120 days	\$2,000.00											
More than 120 days	\$3,000.00											





		<p>deadline specified for the location, \$1,000 per SSO of less than 5,000 gallons, \$2,000 per SSO of 5,000 gallons to 100,000 gallons, \$5,000 per SSO of more than 100,000 gallons. There are no Appendix A SSO's related to this project.</p> <p>(ii) For wet weather Unpermitted Bypasses at the WWTPs, \$3,000 per bypass occurring after the deadline established for eliminating such bypasses under the Sanitary Sewer System and WWTP Remedial Measures Plan.</p> <p>(iii) For any other violation of Section VII of this Decree, \$500 per day per violation.</p>
5	<p>Can exterior exposed conduits be Rigid Aluminum Conduit? Chart in Specification Section 16130 Part 3.02.17 shows PVC Coated metal Conduit only.</p>	<p>Yes, rigid aluminum exterior will be acceptable.</p>
6	<p>Sheet D-19\Detail 1\Note 3, states "Heat trace and insulate all exposed chemical piping." Does this apply only to Chemical Feed Point #2? We find no indication of electrical service being included for Chemical Feed Point #1 or #2. Please clarify.</p>	<p>All exposed chemical piping is to be heat traced and insulated. At SP-7 use the same heat trace circuit power and extend conduit and wire to heat trace and disconnect for Chemical Feed Point No. 2. For Chemical Feed Point No. 1, provide a new 3/4" conduit and 3#12 wire to a new disconnect and heat trace system matching SP-7 system. Bring circuit from Panel NPA. Provide the same type heat trace and controller as used at SP-7. For both Chemical Feed Points, heat trace the pipe inside the vault and external to the vault. Insulate the pipe and heat trace both with closed cell 1/2" insulation inside the vault and external to the vault. Install the pipe chase for both chemical injection points at least 12" below the frost line of the area to the pipe tunnel. For the two injection points, provide temperature sensors as indicated for the SP-7 location. Provide conduit and wire to SCADA panels and terminate as directed by integrator.</p>





7	Sheet D-1 references Sheet D-19\Detail 1 pertaining to Chemical Feed Point #2. Please provide a similar detail for Chemical Feed Point #1, as it is unclear how the piping will be installed once it exists the pipe tunnel.	Junction Box to be installed at Chemical Feed Point No. 1 and No. 2. Sheet D-19\Detail 1 applies to both with the exception that the Chemical Feed Point No. 1 Junction Box will be surface mounted on existing concrete pad and the carrier pipe will enter thru the bottom from the tunnel.
8	On Sheet D-2, Note 4, and on Sheet D-8, Note 7, include the statement to "Provide temperature switch on piping to alarm on SCADA if temperature drops below 40 degrees F." Temperature switches nor alarms appear to be included with the Intellimodus scope of supply. Chromalox E121's are indicated on Sheet E-2 (Key Note 5) and on Sheet E-8 (Key Note 1), but these appear to be thermostats, not the switches that provide the alarm signal. Sheet E-22 includes two temperature transmitters (TT-1001 and TT-1007) in the schedule, and these are also shown on Sheet E-501\Detail 6. Are these the temperature switches indicated on Sheet D-2 and Sheet D-8, and are these provided by Intellimodus? Please clarify this scope of work.	There is no temperature switch, it is to be a temperature sensor identified as TT-1001 and TT1007. The temperature will be displayed on SCADA and an alarm initiated if the temperature drops below 40 degrees F. The temperature sensors are not included in the Intellimodus scope. They are to be provided, installed and configured by this Contractor. Intellimodus will display the information and provide for alarms and alarm logic on SCADA under their current scope of work.

1. DRAWINGS

A. DRAWING D-1

Extend an additional leader and arrow from note "4x4 Chemical Containment Pull Box See Detail 1, Sheet D-19" to FEED POINT #1.

B. DRAWING D-19

Add note to Detail 1/D-19 as follows:

"Feed Point No. 2 shown. Junction Box for Feed Point No. 1 to be surface mounted on concrete slab with carrier pipe entering thru the bottom from the tunnel."





C. DRAWING E-8

Add the following note:

"9. At SP-7 use the same heat trace circuit power and extend conduit and wire to heat trace and disconnect for Chemical Feed Point No. 2. For Chemical Feed Point No. 1, provide a new 3/4" conduit and 3#12 wire to a new disconnect and heat trace system matching SP-7 system. Bring circuit from Panel NPA. Provide the same type of heat trace and controller as used at SP-7. For both Chemical Feed Points, heat trace the pipe inside the vault and external to the vault. Insulate the pipe and heat trace both with closed cell 1/2" insulation inside the vault and external to the vault. Install the pipe chase for both chemical injection points at least 12" below the frost line of the area to the pipe tunnel. For the two injection points, provide temperature sensors as indicated for the SP-7 location. Provide conduit and wire to SCADA panels and terminate as directed by integrator."

2. SPECIFICATIONS

A. SPECIFICATION SECTION 16130 – RACEWAYS

Replace Article 3.02(A)(17) with the following:

"17 Areas of use for each type of conduit:

Location	Schedule 40 PVC	Schedule 80 PVC	Aluminum	PCMC
Electrical Room – Exposed			X	X
Tunnels – Exposed			X	X
Exterior Exposed			X	X
Exterior Underground, Underslab, or In Slab			PVC Coated	
Exterior Underground Service Entrance (Primary and Sec.)		X	PVC Coated"	



MAYOR LINDA GORTON



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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: Smith Contractors, Inc.

ADDRESS: P.O. Box 480, Lawrenceburg, KY 40342

SIGNATURE OF BIDDER: 



PART III
FORM OF PROPOSAL
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**** LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line item totals (if required) may be rejected and deemed non-responsive.**

PART III

Invitation to Bid No. 97-2020

West Hickman BPR Improvements
(title of bid)

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 10/22/20

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

This Proposal Submitted by Smith Contractors, Inc.

P.O. Box 480, Lawrenceburg, KY 40342

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, 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 Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507

Gentlemen:

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

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

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 10/05/20

Addendum No. 2 Date 10/15/20

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

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

2. **LEGAL STATUS OF BIDDER**

Bidder Smith Contractors, Inc.

Date 10/22/20

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Kerry Smith, bearing the official title of President, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

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

~~_____

_____~~

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

~~_____
_____~~

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

3. BIDDERS AFFIDAVIT

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

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

Kerry Smith
(Affiant)

STATE OF Kentucky

COUNTY OF Anderson

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

Kerry Smith on this the 22nd day of October, 2020.

My Commission expires: 7-16-22

Janho Guffey
NOTARY PUBLIC STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES

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

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

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 Division uses for bid comparison.

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

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

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

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

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
1.	Installation of BPR Mixers _____ Dollars _____ Cents (Lump Sum)	1	LS	\$ **	\$ **
2.	Installation of the Online Nutrient Process Monitoring System and Associated Equipment _____ Dollars _____ Cents (per Lump Sum)	1	LS	\$ **	\$ **
3.	Installation of the Chemical Feed Pumps and Associated Equipment _____ Dollars _____ Cents (per Lump Sum)	1	LS	\$ **	\$ **
4.	Allowance - Instrumentation One Hundred Thirty-Six Thousand _____ Dollars Zero _____ Cents (per Lump Sum)	1	LS	\$ 136,000	\$ 136,000

TOTAL OF ALL BID PRICES FOR West Hickman BPR Improvements Project (Items 1 through 4) in words and figures. In case of discrepancy, the amount shown in words will govern.

**

_____ (\$ ** _____).

**** LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line item totals (if required) may be rejected and deemed non-responsive.**

Submitted by:

Smith Contractors, Inc.

Firm

P.O. Box 480

Address

Lawrenceburg, KY 40342

City, State & Zip

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



- President

Signature of Authorized Company Representative – Title

Kerry Smith

Representative/s Name (Typed or Printed)

(502) 839-4196

Area Code – Phone – Extension

(502) 839-8348

Fax #

ks@sci82.com

E-Mail Address

OFFICIAL ADDRESS:

Smith Contractors, Inc.

P.O. Box 480

Lawrenceburg, KY 40342

(Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: Smith Contractors, Inc.
- 2. Permanent Place of Business: 1241 Bypass N., Lawrenceburg, KY 40342
- 3. When Organized: 01/27/1982
- 4. Where Incorporated: Kentucky
- 5. Construction Plant and Equipment Available for this Project:
see attached

(Attach Separate Sheet If Necessary)

- 6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.
- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:
Liberty Mutual Insurance Company (Surety)
Signed: Alex G. Windham Jr (Representative of Surety)
- 8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

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

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

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

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

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

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
Attached			

(USE ADDITIONAL SHEETS IF NECESSARY)

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

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	% of Work
1. <u>Electrical</u>	Name: <u>TEM</u>	<u>yes</u>	<u>25%</u>
	Address: <u>Louisville Ky</u>		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

7.

**Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS**

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

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

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 97-2020

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. TEM 3560 Bashford Ave. Louisville, Ky 40218 (502) 454-0101 tclark@temgroupinc.com	MBE	Electrical	\$ 392,800	25
2.				
3.				
4.				

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

Smith Contractors, Inc.

Company

10/22/20

Date

Company Representative

Kerry Smith
President

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 97-2020

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

Company Name Smith Contractors, Inc.	Contact Person Kerry Smith
Address/Phone/Email P.O. Box 480, Lawrenceburg, KY 40342 ks@sci82.com	Bid Package / Bid Date 97-2020 10/22/20

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
TEM	Tom Clark	502-454-0101		Electrical	phone/email	\$ 392,800	MBE	

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

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

Smith Contractors, Inc.
 Company
10/22/20
 Date

Company Representative
 Kerry Smith
 President
 Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 97-2020

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

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

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

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

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran

participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal


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

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

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

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

Smith Contractors, Inc.
Company
10/22/20
Date



Company Representative
President
Title

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

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

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

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

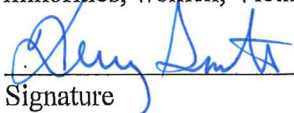
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

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

Bidders

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


Signature

Smith Contractors, Inc.
Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Smith Contractors, Inc.

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

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

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

12.

Workforce Analysis Form

Name of Organization: SMITH CONTRACTORS INC.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2	2														2	
Professionals																	
Superintendents	7	7														7	
Supervisors																	
Foremen																	
Technicians																	
Operators Protective Service	11	11														11	
Para-Professionals	29	19		9		1										29	
Office/Clerical	6	2	3			1										2	4
Skilled Craft Carpenters	9	7		2												9	
Service/Maintenance	8	7		1												8	
Total:	72	55	3	12		1	1									68	4

Date: 10/22/2020

Revised 2015-Dec-15

Prepared by: Janice Kelly - Treasurer
(Name and Title)

13. EVIDENCE OF INSURABILITY

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

Names Insured: Smith Contractors, Inc. Employee ID: _____
 Address: P.O. Box 480, Lawrenceburg, KY 40342 Phone: _____

Project to be insured: West Hickman BPR Improvements

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CCU	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ same as required	Amerisure	004071	A
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$ same as required	Amerisure	004071	A
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$ 4,000,000	KY AGC SIF	05002	A

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

AJ Gallagher Risk Management Services, Inc.
 Agency or Brokerage
 1601 Alliant Avenue
 Street Address
 Louisville KY 40299
 City State Zip
 502-415-7000
 Telephone Number
 Drew Windhorst
 Name of Authorized Representative
 Area Assistant Vice President
 Title
Drew Windhorst Jr.
 Authorized Signature
 10/15/2020
 Date

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

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

14. DEBARRED FIRMS

PROJECT NAME: West Hickman BPR Improvements

BID NUMBER: 97-2020

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

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

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

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

Smith Contractors, Inc.
Name of Firm Submitting Bid


Signature of Authorized Official
Kerry Smith

President
Title

10/22/20
Date

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: Smith Contractors, Inc.

Project: West Hickman BPR Improvements

Printed Name and Title of Authorized Representative: Kerry Smith, President

Signature: 

Date: 10/22/20

END OF SECTION

SMITH CONTRACTORS, INC. EQUIPMENT LISTING

SCHEDULE C

EQUIPMENT DESCRIPTION
<i>OFF ROAD DUMP TRUCKS</i>
2004 Cat 740 6x6 Articulated Dump Truck
2005 Cat 740 6x6 Articulated Dump Truck
2009 Morooka MST 2200VD Crawler Carrier/Dumper (off road)
2010 Morooka MST 2200VD Crawler Carrier
2012 Canycom S25A Rotating Back Dump
2004 Caterpillar 740 6x6 Articulated Dump Truck
2013 Morooka MST 2200VD Crawler Dumper
<i>BACKHOES</i>
590 Case SL Loader/Backhoe
Case 590 SL Loader/Backhoe
Case 590 SL Loader/Backhoe
Case 590SM Loader/Backhoe - 2003
Case 580 L Backhoe
Case 580 M Loader Backhoe w/24" Bucket
EQUIPMENT DESCRIPTION
<i>BUCKETS/ATTACHMENTS</i>
Cat 375 H 60" Sev Bucket
Cat 375 42" Sev Bucket
42" Bucket for 330 Excavator
36" Cepco Bucket (312 Excavator)
Caterpillar 320 B 42" Bucket
Caterpillar 320C 24" Bucket
312 CL 24" Bucket
RCW-15344-36" Bucket
36" 312C Bucket
Caterpillar 312C 30" Bucket

SMITH CONTRACTORS, INC. EQUIPMENT LISTING

SCHEDULE C

EQUIPMENT DESCRIPTION
Caterpillar Bucket Model #420E 1.25
Caterpillar 320, 42" Excavator Bucket
Caterpillar 18" Mini Excavator Bucket
<i>SKID STEER LOADERS</i>
Caterpillar 299C XPS Compact Track Loader - 2011
Cat 815 Compactor
Cat 279C Skid Loader
Cat 2990 Track Loader (Skid Steer)
Cat 279D High Flow XPS Skid Loader
<i>CRAWLER LOADERS</i>
Cat 963 Track Loader
963D Caterpillar Track Loader
Cat 963C Crawler Loader - 2005
<i>RUBBER TIRE LOADERS</i>
IT 18B Cat Loader
Cat 926M Wheel Loader - 2015
<i>CRANES</i>
Terex RT175 Crane
Link Belt LS138H 75 Ton Crawler Crane
1990 Link Belt LS-138 H Crane
Terex 75 Ton Truck Crane
2009 Link Belt 218 HSL 110 Ton Crawler Crane
2007 Terex RT555-1 55 Ton 4x4x4 Rough Terrain Crane
1999 Link Belt 138H Crane
2014 Kobelco CK1100G 110 Ton Crane

SMITH CONTRACTORS, INC. EQUIPMENT LISTING

SCHEDULE C

EQUIPMENT DESCRIPTION
<i>CRAWLER TRACTOR</i>
2000 Case 650H Crawler Dozer
2002 Cat D8R Series II Crawler Tractor
2003 Caterpillar D6R XL Series II Crawler Tractor
<i>EXCAVATORS</i>
Caterpillar 312CL Excavator
Caterpillar 324 DL Long Reach Excavator
Caterpillar 385BL Excavator w/bucket
Caterpillar 336EL Hydraulic Excavator
Caterpillar 320DL Excavator
2010 Caterpillar 320DL Hydraulic Excavator
2009 Caterpillar Medium Hydraulic Excavator Model 321 DLCR
Caterpillar 304CR Hydraulic Excavator
2016 Link-Belt 350X4EX Excavator
2014 Caterpillar 314E LCR Hydraulic Excavator
2010 Yanmar VI035-5B Mini Excavator
2013 Caterpillar Model 321D LCR Excavator
2014 Yanmar Mini Excavator
2017 Caterpillar 336F Hydraulic Excavator
2019 Link-Belt 80X3EX Excavator
<i>FORK LIFTS</i>
Cat TH103 Telescopic Forklift with 42' Boom
Cat TH103 Telescopic Forklift
Cat TH 460B Forklift Telehandler
Cat TH103 Telescopic Forklift
Cat TL1055 Telehandler Forklift
Genie GTH1256 Telescopic Forklift
Skytrak 10054 Telescopic Forklift

SMITH CONTRACTORS, INC. EQUIPMENT LISTING

SCHEDULE C

EQUIPMENT DESCRIPTION
<i>FORKS</i>
Con-Tech Forks w/Rod
CTI Forks
CTI 6000# Drive-In Forks w/Bar
<i>CONVEYOR</i>
Felco Bedding Conveyor
<i>HOE RAMS</i>
Rammer E68 Hydraulic Hammer
Caterpillar H130
Allied 730 Hydraulic Ram
Rammer S83 Hydraulic Hammer
2014 Hydraulic HMR 10000 lb Hammer
2014 Allied AR110C Hydraulic Hammer w/ MTG Bracket
Allied AR 130B Hydraulic Hammer, 5000 lb
2015 Allied AR 165 Hydraulic Hammer, 10000 lb
2017 Allied Rammer 4099 Hydraulic Hammer, 10000 lb
<i>HYDRAULIC UNITS</i>
Godwin Heidra 150 Hydraulic Pump & 150 MR 6" Pump End
Hydraulic Hammer, 4000 lb Stanley
Hydraulic Hammer, 500 lb Foster
Hydraulic Power Unit
<i>ROLLERS</i>
2005 Ingersoll Rand SD45DTF Vibratory Smooth Drum Roller
Ingersoll Rand SD70D Vibratory Roller

SMITH CONTRACTORS, INC. EQUIPMENT LISTING

SCHEDULE C

EQUIPMENT DESCRIPTION	
<i>WELDER</i>	
2004 Lincoln Classic 300D Portable Welder	
Multiquip Weler Gen Light Plant	
Bobcat 250	
Bobcat 225	
Lincoln 200	
2004 Miller Big 40 Skid Mounted Welder	
1996 Miller Bobcat 225G Portable Welder	
1996 Miller Bobcat 225G Welder	
<i>PUMPS</i>	
Godwin CD 150MBS 6 in. Skid Mounted Water Pump	
Godwin Sub-Prime GSP10 Submersible Pump	
Godwin Sub-Prime GSP10 Submersible Pump	
Godwin 10 in. Hydraulic Submersible Pump	
Toyo DP75B Submersible Pump	
<i>DRILLS</i>	
Jaegen Rock Drill	
Model 155 Drill	
Model 155 Drill	
Rock Drill	
1" Rock Drill	
Sullair Rock Drill	
Furukawa Hydraulic Drill	
<i>OTHER</i>	
Bradco Skid Steer Broom Attachment	
24" Compaction Wheel for a Cat 320	↑
Cat Quick Disconnet	↓
Bobcat Landscape Rake, 6B	
Finn B40 Straw Blower	

SMITH CONTRACTORS, INC. EQUIPMENT LISTING

SCHEDULE C

EQUIPMENT DESCRIPTION
John Deere 7220 Tractor
John Deere 726 Loader
Kubota 26 HP 60" Commercial Mower
MX Upright Scissor Lift
Ice 216 Vibro Pile Hammer
72" Bobcat Seeder
Grove Scissor Lift
Tamp Vibrator Plate
Genie 19' Scissor Lift
15 ft Woods Batwing Bushhog
2010 Tye Drill - Model #124-557X
Broce RJ350 Self Propelled Broom
4" Aluminum Low Profile Channel Impact Trash Strainer
Cat BA18 Manual Angle Broom for Skid Steer
2010 Broce KR350 Broom/Sweeper
Compactor Plate Toro FP3000
Cat Fussion 926M Boom Pole (TAG)
Telescopic Spreader Beams

SMITH CONTRACTORS, INC.

FIVE YEAR PROJECT HISTORY

Schedule B

Project Name & Location	Owner	Design Engineer	Date Complete	Contract Amount	References
<i>Dover Water Treatment Plant</i> Dover, TN	North Stewart Utility District	James C. Hailey	July, 2013	\$ 3,855,750.00	Neal Westerman 615-883-4933 7518 Hyy 70S, Nashville, TN 37221
<i>Raw Water Intake</i> Dover, TN	North Stewart Utility District	James C. Hailey	July, 2013	\$ 2,046,000.00	Neal Westerman 615-883-4933 7518 Hyy 70S, Nashville, TN 37221
<i>Lexington Expansion Area 2AA - Force Main</i> Lexington, KY	Lexington Fayette Urban Govt.	GRW Engineers	Aug., 2013	\$ 1,084,002.41	Joe Henry 859-223-3999 801 Corporate Dr., Lexington, KY 40503
<i>Red River WWTP</i> Stanton, KY	Red River WW Authority	Bell Engineering	March, 2014	\$ 9,266,870.95	Ron Rogers 859-278-5412 2480 Fortune Dr., Ste 301, Lexington, KY 40509
<i>Lexington Expansion Area 2AA - Pump Station</i> Lexington, KY	Lexington Fayette Urban Govt.	GRW Engineers	June, 2014	\$ 4,861,000.00	Joe Henry 859-223-3999 801 Corporate Dr., Lexington, KY 40503
<i>Owensboro Cargo Dock</i> Owensboro, KY	Owensboro Riverport Authority	W.R. Coles	Oct., 2014	\$ 6,517,000.00	Ron Coles 615-712-9755 P.O. Box 159266, Nashville, TN 37215
<i>Monticello WWTP</i> Monticello, KY	City of Monticello	Bell Engineering	Dec., 2014	\$ 7,054,447.19	Ron Rogers 859-278-5412 2480 Fortune Dr., Ste 301, Lexington, KY 40509
<i>Carr Creek WTP Expansion</i> Vico, KY	Knott Co. Water & Sewer	R.M. Johnson Engineering	Aug., 2014	\$ 2,254,000.00	Jared Salmons 606-785-5926 P.O. Box 444, Hindman, KY 41822

SMITH CONTRACTORS, INC.

FIVE YEAR PROJECT HISTORY

Schedule B

Project Name & Location	Owner	Design Engineer	Date Complete	Contract Amount	References
<i>Jonesborough WWTP</i> Jonesborough, TN	Town of Jonesborough	GRW Engineers	Oct., 2014	\$ 1,987,205.11	Robert Threadgill, P.E. 615-366-1600 404 BNA Drive, Ste 201, Nashville, TN 37217
<i>Town Branch Vector Truck</i> Lexington, KY	Lexington Fayette Urban Gov't	Lexington Fayette Urban Govt.	Nov., 2014	\$ 391,998.00	Chase Azevedo 859-258-3425 125 Industrial Avenue, Lexington, KY 40511
<i>Monticello WTP</i> Monticello, KY	City of Monticello	Bell Engineering	May, 2015	\$ 10,910,695.00	David Schrader 859-278-5412 2480 Fortune Dr., Ste 301, Lexington, KY 40509
<i>Owensboro Riverfront Pavilion</i> Owensboro, KY	City of Owensboro	City of Owensboro	July, 2015	\$ 1,713,651.00	Bailey Bennett 270-687-8641 P.O. Box 10003, Owensboro, KY 42302
<i>Bon Air Lift Station</i> Frankfort, KY	Frankfort Sewer Plant Board	Kenvirons, Inc.	Oct., 2015	\$ 1,430,729.82	Phil Meador 502-695-4357 452 Versailles Road, Frankfort, KY 40601
<i>Two Creeks Sanitary Sewer Collection Sys</i> Frankfort, KY	Frankfort Sewer Plant Board	Jacos Engineering Group	Oct., 2015	\$ 3,335,943.54	Dinesh Palaniswamy 513-595-7429 1880 Waycross Road, Cincinnati, OH 45240
<i>New Water Treatment Plant</i> Greensburg, KY	City of Greensburg	Bell Engineers	May, 2016	\$ 6,271,809.00	Mike Wilmoth 859-278-5412 2480 Fortune Drive, Lexington, KY 40509
<i>Lebanon WWTP</i> Lebanon, TN	City of Lebanon	Water Management Services	June 2015	\$ 7,761,742.80	Joe Hinkle 615-366-6088 2 International Plaza, Nashville, TN 37217

SMITH CONTRACTORS, INC.

FIVE YEAR PROJECT HISTORY

Schedule B

Project Name & Location	Owner	Design Engineer	Date Complete	Contract Amount	References
<i>Water Street Storm Sewer</i> Richmond, KY	City of Richmond	Integrated Engineering	Sept., 2016	\$ 5,952,546.83	Steve Garland 859-368-0145 166 Prosperous Place, Lexington, KY 40509
<i>Ross's Landing Riverfront Improvements</i> Chattanooga, TN	City of Chattanooga	HDR Engineering, Inc.	April, 2016	\$ 6,278,943.06	Dan Garza 361-696-3300 1201 Market Street, Ste C, Chattanooga, TN 37402
<i>Hite Creek WQTC</i> Louisville, KY	Metropolitan Sewer District	Metropolitan Sewer District	Aug., 2016	\$ 9,116,001.37	Steven Leong 502-540-6637 700 West Liberty Street, Louisville, KY 40203
<i>Moccasin Bend WWTP Effluent Disinfection</i> Chattanooga, TN	City of Chattanooga	Berge Waggoner Sumner & Cannon	May 2016	\$ 8,043,733.86	David Bible 423-756-3025 1110 Market St, Ste 200, Chattanooga, TN 37402
<i>Hartsville WWTP Improvements</i> Hartsville, TN	Hartsville/Trousdale Water & Sewer	Berge Waggoner Sumner & Cannon	May 2017	\$ 6,767,130.76	Luke Burris 615-254-1500 211 Commerce St., Ste 600, Nashville, TN 37201
<i>West Frankfort Pump Station</i> Frankfort, KY	City of Frankfort	GRW Engineers	Oct., 2017	\$ 2,787,851.70	John Martin 859-223-3999 801 Corporate Dr., Lexington, KY 40503
<i>Beaver Creek WWTP Improvements</i> Knoxville, TN	Hallsdale Powell Utility District	CTI Engineers	Dec., 2017	\$ 7,813,057.00	David Jones 865-246-2750 112 Durwood Rd., St A, Knoxville, TN 37922
<i>Sludge Dewatering Conveyance</i> Shelbyville, KY	Shelbyville Municipal Water & Sewer Commission	HDR Engineering, Inc.	May, 2017	\$ 4,035,952.57	Jerry McClary 859-629-4800 2517 Sir Barton Way, Lexington, KY 40509

SMITH CONTRACTORS, INC.

FIVE YEAR PROJECT HISTORY

Schedule B

Project Name & Location	Owner	Design Engineer	Date Complete	Contract Amount	References
<i>Portland CSO Basin Project</i> Louisville, KY	Metropolitan Sewer District	Metropolitan Sewer District	Nov., 2017	\$ 4,722,996.59	Jacob Mathis 502-741-1236 700 West Liberty Street, Louisville, KY 40203
<i>Harrodsburg WWTP Expansion</i> Harrodsburg, KY	City of Harrodsburg	GRW Engineers	Oct., 2018	\$ 17,582,953.82	Bob Smallwood 859-223-3999 801 Corporate Drive, Lexington, KY 40503
<i>Fleming-Neon WTP</i> Fleming-Neon, KY	City of Fleming-Neon	Nesbitt Engineering	March, 2019	\$ 2,641,588.24	Ora Main 859-685-4514 227 North Upper Street, Lexington, KY 40507
<i>LWC I-64 Transmission Main</i> Shelby County, KY	Louisville Water Company	Louisville Water Company	May, 2019	\$ 12,680,000.00	Eric Walls 502-569-3600 550 South Third Street, Louisville, KY 40202
<i>Ten Mile PS & Sewer Lines</i> Knoxville, TN	West Knox Utility District	GRW Engineers	Nov., 2019	\$ 5,158,189.01	Louis Robbins, P.E. 615-366-1600 404 BNA Drive, Ste 201, Nashville, TN 37217
<i>Trenton WWTP Improvements</i> Trenton, TN	Trenton Light & Water	J.R. Wauford & Co.	Nov., 2019	\$ 8,894,265.64	Robert Qualman, P.E. 615-883-3243 PO Box 140350, Nashville, TN 37214
<i>Town Creek WWTP Improvements</i> Bardstown, KY	City of Bardstown	HDR Engineering	Feb., 2020	\$ 1,378,376.00	Richard Smith, P.E. 859-629-4844 2517 Sir Barton Way, Lexington, KY 40509
<i>Irvine Water Main & Storage Tank</i> Irvine, KY	Irvine Municipal Utilities	GRW Engineers	Sept., 2019	\$ 1,647,721.00	David Osborne, P.E. 502-489-8484 9710 Bunsen Parkway, Louisville, KY 40299
<i>Contr 2 HSPS Addition & WTP Improvements</i> Guthrie, KY	Logan Todd Regional Water Commission	McGhee Engineering	Oct., 2019	\$ 2,474,842.00	Chris Wilcutt, P.E. 270-483-9985 202 Ewing Street, Guthrie, KY 42234

Smith Contractors, Inc.

Current Projects Schedule A

Project Name & Location	Owner	Engineer	Contract		Percent Complete	Scheduled Completion	Reference Including Address & Phone #
			Amount				
<i>Cadiz Water Treatment Plant</i> Cadiz, Kentucky	City of Cadiz	Water Management	\$ 8,723,708.00		87%	730 days	Steven Jones, P.E. 615-366-6088 2 International Plaza, Nashville, TN 37217
<i>New WTP Improvements</i> Leitchfield, Kentucky	City of Leitchfield	Cann-Tech, Inc.	\$ 11,694,116.28		36%	760 days	Matt Baker, P.E. 502-859-0907 1100 Glensboro Road, Lawrenceburg, KY 40342
<i>WWTP Improvements</i> Humboldt, Tennessee	Humboldt Municipal Utilities	J.R. Wauford	\$ 25,591,000.00		48%	790 days	Robert Qualman, P.E. 615-883-3243 2835 Lebanon Road, Nashville, TN 37214
<i>New Water Treatment Plant</i> Lancaster, Kentucky	City of Lancaster	Kentucky Engineering Group	\$ 9,579,544.00		37%	760 days	Ryan Carr, P.E. 859-251-4127 P.O. Box 1034, Versailles, KY 40383
<i>Sharon Village PS & FM</i> Lexington, Kentucky	Lexington Fayette Urban Co. Gov't.	Strand Associates	\$ 3,188,500.00		43%	365 days	Mike Davis, P.E. 859-225-8500 651 Perimeter Drive, Lexington, KY 40517
<i>Augusta WWTP</i> Augusta, Kentucky	City of Augusta	HMB Engineers	\$ 5,593,000.00		15%	365 days	Ray Bascom, P.E. 502-695-9800 3 HMB Circle/US 460, Frankfort, KY 40601
<i>Hammond Wood WWTP</i> Hopkinsville, Kentucky	HWEA	J.R. Wauford	\$ 45,517,700.00		4%	1080 days	Stephen Lee, P.E. 615-883-3243 PO Box 140350, Nashville, TN 37214

Smith Contractors, Inc.

KEY PERSONNEL

Schedule C

<i>Employee Name</i>	<i>Position</i>	<i>Date Started with SCI</i>	<i>Date Started In Construction</i>	<i>Prior Positions and Experience In Construction</i>
Kerry Smith	President/Owner	January, 1982	1970	Superintendent/Project Manager
Joe Smith	Vice-President	June, 1999	1998	Superintendent/Project Manager
Vandra Guffey	Treasurer	December, 1989	1982	Accounting Controller
Codee Guffey	Project Manager	May, 2011	May, 2011	Project Manager
Jerry Powell	Superintendent/ Project Manager	May, 1992	1972	Resume provided upon request
Dennis Muse	Superintendent	April, 2004	1984	Resume provided upon request
Jason Steinmetz	Superintendent/ Project Manager	December, 2001	2000	Resume provided upon request
Mike Craft	Superintendent	June, 2004	1994	Resume provided upon request
Chris James	Superintendent	August, 2001	2001	Resume provided upon request
Ryan Cox	Superintendent	January, 2007	2007	Resume provided upon request
Jamie Pennington	Superintendent	June, 1993	1993	Resume provided upon request

Smith Contractors, Inc.

KEY PERSONNEL

Schedule C



Current DBE Subcontractor Participation

Subcontractor Name	Project (Specific Type)	DBE	% of Work
Lykins Reinforcing	Hammond Wood WWTP, Hopkinsville, KY	WBE	1%
The Fence Co.	Hammond Wood WWTP, Hopkinsville, KY	WBE	1%

Smith Contractors, Inc.

KEY PERSONNEL

Schedule C

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Smith Contractors, Inc.

KEY PERSONNEL

Schedule C

