

PART III

MEADOWS-NORTHLAND-ARLINGTON NEIGHBORHOOD IMPROVEMENT PROJECT

PHASE 6A-1

Bid # 156-2018

FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 1-18-19

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

This Proposal Submitted by ConnHurst, LLC.

879 Wilson Run Rd., Wallingford, Ky 41093  
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Ky, 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 the MEADOWS-NORTHLAND-ARLINGTON NEIGHBORHOOD IMPROVEMENT PROJECT, PHASE 6A-1, Lexington, Kentucky, having examined all the bid 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.

**PART III**  
**FORM OF PROPOSAL**  
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**NOTE:**

CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THE "EVIDENCE OF INSURABILITY" FORM (LOCATED AT THE END OF PART III) IS NOT PROVIDED.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 12-20-18; Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. 2 Date 1-7-19; 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.

**FORM OF PROPOSAL**

**LEGAL STATUS OF BIDDER**

Bidder Connhurst, LLC.

Date 1-18-19

\* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Freddie R. Connh, bearing the official title of Vice President, whose signature is affixed to this Proposal, is duly authorized to execute contracts.

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

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~~\* 3.~~ An individual, whose signature is affixed to this Proposal.

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

**BIDDERS AFFIDAVIT**

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

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

Further, Affiant sayeth naught.

Freddie R. Conn

**COMMONWEALTH OF KENTUCKY**

**COUNTY OF FAYETTE**

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

Freddie R. Conn on this the 18<sup>th</sup> day of Jan, 2019.

My Commission expires:

3-10-19  
Donna R. Conn

NOTARY PUBLIC, STATE AT LARGE, KY

*Please refer to Part I, Notice of Requirements for Compliance with LFUCG Taxes and Fees, Item "15" prior to completing this form.*

**FORM OF PROPOSAL**

**BID SCHEDULE**  
**MNA PHASE 6A-1**

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following lump sum and/or unit prices which shall include the furnishing of all labor, materials, supplies, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved. The Bidder must make the extensions and additions showing the total amount of bid. The information shown below is the Engineers Schedule of Values. It is the Contractor's responsibility to include any additional quantities, descriptions, unit prices and total amounts for items shown in the contract documents for completion of the work. Items not listed are considered incidental to the work. Lexington-Fayette Urban County Government reserves the right to contract for work associated with the most qualified, responsive and lowest bidder for MNA Phase 6A-1.

**CDBG ITEMS**

<b>PHASE 6A-1</b>					
<b>BID ITEM NO.</b>	<b>UNIT DESCRIPTION</b>	<b>UNIT</b>	<b>APPROX. QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT BID</b>
A-1	Mobilization	LS	1	\$ 67,500.00	\$ 67,500.00
A-2	Performance & Payment Bonds	LS	1	\$ 15,000.00	\$ 15,000.00
A-3	Demobilization	LS	1	\$ 5,000.00	\$ 5,000.00
A-4	Erosion and Sediment Control and Conformance with SWPPP	LS	1	\$ 9,600.00	\$ 9,600.00
A-5	Project Signs	EA	1	\$ 800.00	\$ 800.00

A-6	Clearing & Grubbing	LS	1	\$ 7,500.00	\$ 7,500.00
A-7	Excavation & Grading	LS	1	\$ 48,500.00	\$ 48,500.00
A-8	Maintenance of Traffic	LS	1	\$ 8,500.00	\$ 8,500.00
A-9	Construction Staking	LS	1	\$ 12,500.00	\$ 12,500.00
A-10	Remove & Replace 4' Chain Link Fence and Footings	LF	750	\$ 17.50	\$ 13,125.00
A-11	Remove & Replace Wood Privacy Fence and Footings	LF	150	\$ 17.50	\$ 2,625.00
A-12	Asphalt Pavement Surface & Binder – Residential Driveway Construction	TON	80	\$ 190.00	\$ 15,200.00
A-13	Asphalt Pavement Surface - Roadway Reconstruction	TON	344	\$ 126.00	\$ 43,344.00
A-14	Asphalt Pavement Binder – Roadway Reconstruction	TON	483	\$ 102.00	\$ 49,266.00
A-15	6" Depth Concrete Residential Driveway Reconstruction	SY	150	\$ 91.00	\$ 13,650.00

A-16	DGA - Residential Driveway Reconstruction	TON	279	\$ 30.00	\$ 8,370.00
A-17	DGA - Sidewalk Reconstruction	TON	300	\$ 24.00	\$ 7,200.00
A-18	DGA - Roadway Reconstruction	TON	1786	\$ 30.50	\$ 54,473.00
A-19	No. 2 Stone Bridging – Roadway Reconstruction (as directed by engineer)	TON	728	\$ 29.25	\$ 21,294.00
A-20	LFUCG Curb & Gutter Type 1 – Roadway Construction	LF	1715	\$ 29.65	\$ 50,849.75
A-21	Biaxial Geogrid Type 2 (as directed by engineer)	SY	746	\$ 3.15	\$ 2,349.90
A-22	ADA Tactile Warning Tile – Installation ONLY – Pavers provided by Owner	SF	48	\$ 24.00	\$ 1,152.00
A-23	Geotextile Fabric (as directed by engineer)	SY	746	\$ 1.32	\$ 984.72
A-24	4-1/2-inch Depth Concrete Walkway with Reinforcement - Residential	SY	79	\$ 75.00	\$ 5,925.00
A-25	4-1/2-inch Depth Concrete Walkway with Reinforcement - Public Street	SY	756	\$ 75.00	\$ 56,700.00



A-26	6-inch Depth Concrete Driveway Entrance Apron with reinforcement	SY	287	\$ 79.00	\$ 22,673.00
A-27	LFUCG Curb Inlet Type "A"	EA	6	\$ 2,900.00	\$ 17,400.00
A-28	LFUCG Curb Inlet Type "D"	EA	3	\$ 2,525.00	\$ 15,150.00
A-29	LFUCG Surface Inlet Type "B" (36"x36")	EA	1	\$ 3,000.00	\$ 3,000.00
A-30	Storm Pipe (15" Dia.)	LF	34	\$ 87.00	\$ 2,958.00
A-31	Storm Pipe (18" Dia.)	LF	241	\$ 99.00	\$ 23,859.00
A-32	Storm Pipe (24" Dia.)	LF	735	\$ 129.00	\$ 94,815.00
A-33	4" Dia. Perforated Drain Pipe (at Curb Inlets and Behind Wall)	LF	450	\$ 21.00	\$ 9,450.00
A-34	Tie-In to Existing Storm	EA	1	\$ 1,000.00	\$ 1,000.00
A-35	Seeding and Protection	SY	960	\$ 2.30	\$ 2,208.00
A-36	Sod	SY	862	\$ 8.00	\$ 6,896.00

A-37	Final Cleanup	LS	1	\$ 14,100.00	\$ 14,100.00
A-38	Video Inspection of All New Storm Sewer Piping	LF	1010	\$ 3.80	\$ 3,838.00
A-39	Utility Coordination	LS	1	\$ 3,300.00	\$ 3,300.00
<b>Phase 6A-1 (Items A-1 Thru A-39)</b>					\$ 742,305.37

<b>PHASE 6A-1 SANITARY SEWER</b>					
BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
A-40	LFUCG Sanitary Manhole Type "A" 4' Dia.	EA	10	\$ 1,975.00	\$ 19,750.00
A-41	8" PVC Sanitary Sewer	LF	1304	\$ 94.00	\$ 122,576.00
A-42	12" PVC Sanitary Sewer Pipe	LF	42	\$ 100.00	\$ 4,200.00
A-43	6" Dia. PVC Lateral Sanitary Sewer Pipe	LF	1200	\$ 53.50	\$ 64,200.00
A-44	Exterior LFUCG Cleanout	EA	38	\$ 485.00	\$ 18,430.00

A-45	6" x 8" PVC Tees	EA	38	\$ 75.00	\$ 2,850.00
A-46	Cleaning and Video of New Sanitary Sewer Pipe	LF	1346	\$ 2.60	\$ 3,499.60
<b>Phase 6A-1 SANITARY SEWER (Items A-40 thru A-46)</b>					\$ 235,505.60

Phase 6A-1 Sub Total Amount of Bid (Items A-1 through A-39) = \$ 742,305.37

Sanitary Sewer Sub Total Amount of Bid (Items A-40 through A-46) = \$ 235,505.60

Total Amount of Bid (Items A-1 through A-46) = \$ 977,810.97

Respectfully Submitted,

BY: Connhurst, LLC  
(NAME OF FIRM)

DATE: 1-18-19

BY: Freddie R. Conner

TITLE: Vice President

OFFICIAL ADDRESS:

879 Wilson Run Rd., Wallingford, Ky 41093



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(Seal if Bid is by Corporation)

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



**FORM OF PROPOSAL**

**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: Cornthurst, LLC.
2. Permanent Place of Business: 879 Wilson Run Rd., Wallingford, Ky 41093
3. When Organized: Aug 14<sup>th</sup> 2006
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:  
See Attached Sch E  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

Old Republic Insurance Company (Surety)

Signed:  (Representative of Surety)  
Thomas H. Bottoms, Jr., Attorney-in-fact





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

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

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

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

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

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



11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>DBE</u>	<u>MAJORITY</u>
<u>GECO Enterprises, Inc.</u>	<u>Olive Hill Water Line</u>	<u>WBE</u>	_____
<u>GECO Enterprises, Inc.</u>	<u>Bluegrass 12th / Georgetown Sewer Line</u>	<u>WBE</u>	_____
<u>GECO Enterprises, Inc.</u>	<u>Wiseman town Sewer Project</u>	<u>WBE</u>	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

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

Respectfully submitted:

Connthurst, LLC.  
 \_\_\_\_\_  
 (Name of Contracting Firm)

BY: Juddie R. Conn  
 \_\_\_\_\_

TITLE: V.P.  
 \_\_\_\_\_

DATE 1-18-19, 2016

**FORM OF PROPOSAL**

**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.

**BRANCH OF WORK - LIST EACH MAJOR ITEM**

**SUBCONTRACTOR**

- |   |  |
|---|--|
| 1. <u>ATS Construction - Asphalt work</u>         | Name: <u>ATS Construction</u>  |
|   | Address: <u>3009 Atkinson Ave, Suite 400 Lex, Ky 40509</u>           |
| 2. <u>Sometun Bloomin - Sod, Seed &amp; Straw</u> | Name: <u>Sometun Bloomin<br/>1045 Highbee Mill Rd., Lex Ky 40503</u> |
|   | Address: _____   |
| 3. _____  | Name: _____  |
|   | Address: _____   |
| 4. _____  | Name: _____  |
|   | Address: _____   |
| 5. _____  | Name: _____  |
|   | Address: _____   |
| 6. _____  | Name: _____  |
|   | Address: _____   |
| 7. _____  | Name: _____  |
|   | Address: _____   |

**FORM OF PROPOSAL**

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

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

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State Ky 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.

**READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID.**

Signed by Theddie R. Corn  
Firm Cornthurst, LLC  
Address 829 Wilson Run Rd.  
Wallingford, Ky 41093  
Telephone 606-286-0387  
Date 1-18-19

**FORM OF PROPOSAL**

**STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: Horner Hurst Jr.

POSITION/TITLE: Owner / President

STATEMENT OF EXPERIENCE: Owner / President Connhurst LLC. Since 2006  
and Also Working as General Superintendent.

Worked SSCox Enterprises as Field Superintendent Managing Sewer + Water Projects  
Fleming County Judge Executive - Managing County Affairs. etc.

NAME OF INDIVIDUAL: Freddie R. Conn

POSITION/TITLE: Owner / Vice President Connhurst, LLC Since 2006

STATEMENT OF EXPERIENCE: 11yrs Working in the Civil Engineering

Designing Water, Sewer + Gasline Systems Throughout Ky, OH + Wv.

24yrs Working in Actual Construction Building Water, Sewer +

Gas Line Systems Throughout, Ky, OH + Wv. as Project Manager + Estimator

NAME OF INDIVIDUAL: David T. Bailey

POSITION/TITLE: Project Manager / Estimator

STATEMENT OF EXPERIENCE: Worked 43 yrs in the Construction

field on Waterlines, Sewer and Stormwater. Held all

positions from Labor, operator up to Estimating and Project

Management with a Strong Civil Engineering Background.

*See Attached List of Employee's*

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY: Connharst, LLC.  
Name of Firm

DATE: 1-18-19

BY: *Juddie R Conn*

TITLE: *Vice President*

\* Include all officers, office management's, Affirmative Action officials, and field management personnel.

Attach separate sheets if necessary.

## 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:

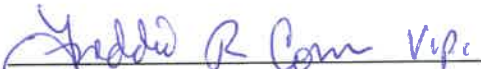
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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 a contract to be cancelled 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

  
Name of Business



**EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

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

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

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

Freddie R. Cornwall has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Officer may be reached by calling 606-286-0387.

Signature: Freddie R. Cornwall  
(Bidding Contractor)

Title: Vice President

Date: 1-18-19

WORKFORCE ANALYSIS FORM

Name of Organization: Conwest, LLC. Date: 1 / 18 / 19

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)		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
Professionals																	
Superintendents			2														2
Supervisors			2														2
Foremen			1														1
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			1														1
Skilled Craft			9														9
Service/Maintenance			1														1
<b>Total:</b>			18														18

Prepared By: Judith R. Corn



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

Names Insured: \_\_\_\_\_ Employee ID: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Project to be insured: \_\_\_\_\_

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
(X)SC 1.4.1.1	CGL	\$1,000,000/per occ; \$2,000,000 aggregate; or \$2,000,000 combined single limit.	\$			
(X) SC 1.4.1.2	AUTO	Combined single; \$1,000,000 per occurrence	\$			
(X)SC 1.4.1.3	WC	\$ STATUTORY w/endorsement for Employer's Liability of \$500,000/ per occ.	\$ STATUTORY			

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.

Agency or Brokerage \_\_\_\_\_ Name of Authorized Representative \_\_\_\_\_  
 Street Address \_\_\_\_\_ Title \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Authorized Signature \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ 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.



## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. GECO Enterprises, Inc. P.O. Box 463 London, Ky 40743-0463	WBE	Material Supplier	99,000.00	10%
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.

Connhurst, LLC.  
Company  
1-18-19  
Date

Sheddie R Conn  
By  
Vice President  
Title



**Schedule A: List of Current Projects**

<b>Owner</b>	<b>Project Name</b>	<b>Engineer</b>	<b>Contract Amount</b>	<b>Status</b>
Wisemantown Sewer Project, Irvine, Ky		Bell Engineers	\$ 2,773,669.50	Start 3/5/18 Scheduled Completion 04/15/19
City of Olive Hill	Waterline Improvement	Kenvirons	\$ 856,043.00	Start 11/1/18 Scheduled Completion 04/15/19
Georgetown Municipal		Palmer Eng.	\$ 638,167.00	Start 10/15/18 Scheduled Completion 04/15/19





**Schedule B: Previous Projects**

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



Ashland 13 <sup>th</sup> Street Drainage, AML Reclamation Project		\$ 188,167.05
	Charlie Vincent 606-594-4531	
Commonwealth of Kentucky	Carter Caves Waterline Replacement	\$ 100,000.00
	Richard Howerton 606-473-5684	
Madison County Water District Red House Rd/ Meadowbrook Water Line		\$ 300,000.00
	Kerry Odle CMW 859-254-6623	
Winchester Municipal Utilities		
Winchester, Ky	Forest Park Sewer Rehab	\$ 956,000.00
	Duke Dryden 859-744-5434	
City of Maysville	Maysville CSO Phase I	\$ 1,112,833.13
Maysville, Ky	Sub Contract for CJ Hughes Construction Company, Huntington, WV	
	Matt Baker CannTech 502-859-0907	
Charleston Sanitary Board	Bigley Ave PS Rehab (Consultant)	\$ 190,565.18
Charleston, WV	Sub Contract for Mike Enyart & Sons, Inc, South Point, OH	
	Jeremy Fry CSB 304-348-8136	
Charleston Sanitary Board	Hunters Ridge, Solo, Elmont PS Improv.	\$ 352,761.00
Charleston, WV	Sub Contract for Mike Enyart & Sons, Inc. South Point, OH	
	Jeremy Fry CSB 304-348-8136	
City of Frankfort	Crestwood Storm Sewer Project	\$ 931,430.50
	Mark Stephens HDR 859-223-3755	
City of Flatwoods	Pine & Jones Street Water line Improvements	
	Paul Amburgey 606-571-1849	\$ 189,970.00
Putnam PSD	Contract 33 Putnam County PSD	\$ 476,871.00
Hurricane, WV	Sub Contract for Mike Enyart & Sons, Inc., South Point, OH	
	Brian Mannon, EL Robinson	
Minford, OH	Excavation for 9 Pumps Stations Installations	\$ 181,000.00
	Sub Contract for Tri State Pipeline, Inc., Barboursville, WV	
	Eric Taylor 304-733-6801	
City of Nicholasville	Armory Place Water Line Improvements	
	Josh Banks 859-983-7300	\$ 323,000.00
Jewett Hyatt	Jewett Hyatt Development	\$ 226,000.00
	Water, Sewer, Gas, Elect Conduit	
	Vaughn Williams 502-695-4357	



Mt Sterling Water	North Maysville Water Line Replacement Rick Fletcher 859-498-0166	\$ 110,000.00
City of Wurtland	Contract 1 Force Main Project Jeff Reynolds 502-695-9800	\$ 776,000.00
Sugar Creek PSD	Tague Road Waterline, WV Fred Hypes 304-342-3436	\$ 200,000.00
City of Carlisle	Downtown Waterline Improvements Alan Bryan GRW 502-489-8484	\$ 695,840.91
Shelbyville Utility Sewer & Water	Bradshaw Street Sewer Kerry Magan 502-633-4365	\$447,679.30
City of Shepherdsville	Hwy 44 Sewer Rob Campbell 502-719-7941	\$554,645.50
City of Russell	Russell WTP Improvements Paul Amburgey 606-571-1849	\$291,415.00
Commonwealth of Kentucky	Fort Boonesborough State Park Wastewater Treatment Plant Improvements Morey Lampson 859-264-7500	\$1,170,775.23
Louisville Paving Company	Ky Hwy 393 Utility Relocation Project Carolyn Banet 502-558-8476	\$908,841.15
Louisville Paving Company	Ring Road Utility Relocation Project Carolyn Banet 502-558-8476	\$718,755.00
Winchester Municipal Utilities	Maple Street Sewer Improvements Project Eddie Hightower 859-771-6644	\$538,656.65
City of Elizabethtown	Village Drive Sewer Project Michael Page 270-765-6121	\$2,291,320.33
Sanitary District #1	Water's Edge Sewer Separation Large Diameter Storm Sewer (Deep) Daniel Doss 859-578-6775	\$2,181,123.28

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



**Schedule C: List of CONNNHURST, LLC. Employees**

<b>Employee Name</b>	<b>Position/Job Classification</b>	<b>Race</b>	<b>Sex</b>	<b>Age</b>	<b>Salary/Wage</b>
Homer Hurst Jr.	Owner/ President/ Project Superintendent	White	M	58	Salary
Freddie R. Conn	Owner/Vice President/ Project Manager	White	M	53	Salary
Terry Bailey	Project Manager/ Estimator	White	M	58	Salary
Cassandra Hamilton	Secretary/ Office	White	F	31	Hourly
Bobby Weaver	Foreman/ Operator	White	M	48	Hourly
Lone K. Ingles	Operator	White	M	47	Hourly
Shaun Smedley	Operator	White	M	41	Hourly
Scott Weaver	Foreman/Labor	White	M	44	Salary
Steve Hammond	Truck Driver	White	M	40	Hourly
Paul Weaver	Labor	White	M	38	Hourly
James Easterling	Foreman/ Operator	White	M	62	Hourly
Johnny Hardin	Foreman/Labor	White	M	37	Hourly
Mike Conley	Operator	White	M		Hourly
Charlie Scott	Labor	White	M		Hourly
Dennis Lowe	Foreman/Labor	White	M		Hourly
Jeff Martin	Operator	White	M		Hourly
Brian Derrickson	Labor	White	M		Hourly
Eddie Porter	Foreman/ Operator	White	M		Hourly
Tobb Jones	Operator	White	M		Hourly
Tim Medwid	Labor	White	M		Hourly
Brett Vallaton	Labor/ Truck Driver	White	M		Hourly





## **Schedule E**

### **ConnHurst owned Equip**

CT322 John Deere Skid Loader  
Cat 257 B Skid Loader  
Cat 277 B Skid Loader  
Volvo Skid Loader  
JD Skidsteer  
160 Komatsu Excavator  
135 Kobelco Excavator  
210 Link Belt Excavator  
235 Link Belt Excavator  
130 Link Belt Excavator  
145 Link Belt Excavator  
313 Cat Excavator  
450 JD Dozer  
Cat Backhoe  
Hyundai 35 Mini Excavator  
John Deere 35 Mini Excavator  
135 Kobelco Excavator  
Atlas Copco Hydraulic Hammer  
2 Allied Compactor Plate for Excavator  
Bore It Boring Machine  
Lincoln Welder  
Tractor Truck and Equip Trailer, Lowboy  
95 Volvo Tri Axle Dump Truck  
95 GMC Tandem Dump Truck  
2 94 International Single Axle Dump  
80 GMC Single Axle Dump  
44,000 lb Tag Trailer  
Contrail 14,000 lb Tag Trailer  
3 Small Equip Tag Trailer  
Haulmark Tandem Box Trailer  
Single Axle Box Trailer  
AgriMetal Straw Blower  
Sullair 175 Q Air Compressor  
Ditchwitch Push Machine  
2020 Ditch Witch DD Machine  
Many Trench Boxes, Stone Boxes, Street Steel, Compactor Plates, Water Pumps, Utility Trucks, Pipe Lasers, Auto Levels and Small Tools



**13. EVIDENCE OF INSURABILITY**

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

Names Insured: ConnHurst, LLC

Employee ID: 20-5527011

Address: 3534 State Hwy 1626 Olive Hill, KY 41164

Phone: 606-286-0387

Project to be insured: Meadows-Norfolkland-Arlington Neighborhood Improvements Phase 6A-1

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ \$1 mil/ \$2 mil	Amerisure	000604	A
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$ See attached	Amerisure	000604	A
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/ endorsement as noted	\$ \$4 mil	KAGCS		Self Insured Fund

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.

Van Meter Insurance Group

Travis Anderkin

Agency or Brokerage

Name of Authorized Representative

505 Wellington Way, Suite 350

Producer

Street Address

Title

Lexington

KY

40503

City

State

Zip

859-263-2771

December 4, 2018

Telephone Number

Date



Authorized Signature

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.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/04/2018

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

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

<b>PRODUCER</b> Van Meter Insurance Group Houchens Insurance Group 505 Wellington Way Lexington, KY 40503	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(859) 263-2771</b>	<b>FAX (A/C, No): (859) 263-1999</b>
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  ConnHurst, LLC 3534 State Hwy 1626 Olive Hill, KY 41164-8832	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Amerisure Insurance Company	<b>NAIC #</b> 19488
	<b>INSURER B :</b> Amerisure Mutual Insurance Company	<b>23396</b>
	<b>INSURER C :</b> Kentucky Associated General Contractors Self Insurance Fund	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**                                      **CERTIFICATE NUMBER:**                                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP210044402	03/13/2018	03/13/2019	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA210044302	03/13/2018	03/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			CU210044602	03/13/2018	03/13/2019	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N    N/A			019237	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>4,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>4,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>4,000,000</b>
B	Leased/Rented Equip			IM210044502	03/13/2018	03/13/2019	200,000
B	Installation Floater			IM210044502	03/13/2018	03/13/2019	2,773,670

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

**CERTIFICATE HOLDER**

**CANCELLATION**

Proof of Coverage  
for The LFUCG Construction Project

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





**ADDENDUM #1**

**Bid Number: #156-2018**

**Date: December 20, 2018**

**Subject: Meadows Northland Arlington Neighborhood  
Improvements Phase 6A1**

**Address inquiries to:  
Sondra Stone  
859.258.3320**

**TO ALL PROSPECTIVE SUBMITTERS:**

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

**Q:** Will you allow High Density Polyethylene (HDPE) or Polypropylene (PP) plastic pipe for Storm Pipe/Drainage on this project?

**A:** Please see Technical Specifications Section 11 - Storm Drainage Pipework... Summary...with the following modifications...

**SUMMARY**

This section consists of specifications for the provision and installation of the following Storm Drainage Pipework types: RCP (Reinforced Concrete Pipe); HDPP (High Density Polypropylene); and HDPE (High Density Polyethylene – for subdrainage); and associated fixtures, fittings and accessories to complete installation of pipe systems as indicated in the project drawings and documents.

For storm drainage pipework, the Contractor shall have the choice of providing and installing either RCP or HDPP pipe unless otherwise indicated on the project drawings or specifications.







HDPE pipe shall NOT be used on this project for any piping equal to or greater than 12" in diameter.



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: Cornwallhurst, LLC.

ADDRESS: 829 Wilson Run Rd. Wallingford, Ky 41093

SIGNATURE OF BIDDER: Freddie R Corn







**ADDENDUM #2**

Bid Number: #156-2018

Date: January 7, 2019

Subject: Meadows Northland Arlington Neighborhood  
Improvements Phase 6A1

Address inquiries to:  
Sondra Stone  
859.258.3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. The potential Bidder is advised that the Federal Wage Scale was modified on 12/21/2018. The modified Federal Wage Scale will be used to complete the work by the successful bidder. Please replace the Wage Scale (10/05/2018) in Part V Special Condition - Section 3. Federal Wage Scale with the attached.
2. To account for the late modification to the Federal Wage Scale the Bid opening date shall be pushed back to January 18, 2019 at 2:00 PM in the Division of Central Purchasing.

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: Connhurst, LLC.

ADDRESS: 879 Wilson Run Rd., Wallingford, Ky 41093

SIGNATURE OF BIDDER: [Handwritten Signature]





# BID BOND

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

**CONTRACTOR:**

(Name, legal status and address)

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

**SURETY:**

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

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

**OWNER:**

(Name, legal status and address)

Lexington Fayette Urban County Government  
Division of Central Purchasing  
200 East Main, Third Floor, Rm 338  
Lexington, KY 40507

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

**PROJECT:** January 18, 2019

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

Meadows - Northland - Arlington  
Neighborhood Improvement Project Phase 6A-1

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

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

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

Signed and sealed this 18th day of January, 2019.

Donna R. Conn  
(Witness)

Amanda Colley  
(Witness) Amanda Colley - KY Resident Agent

ConnHurst, LLC

Sheddo R Conn  
(Principal) (Seal)  
Vice President  
(Title)

Old Republic Insurance Company  
(Surety) (Seal)  
Thomas H. Bottoms, Jr.  
(Attorney-in-Fact) Thomas H. Bottoms, Jr.





# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint: CLARENCE C. MASSEY, THOMAS H BOTTOMS JR, OF HUNTINGTON, WV

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) ----- FOR ANY SINGLE OBLIGATION**

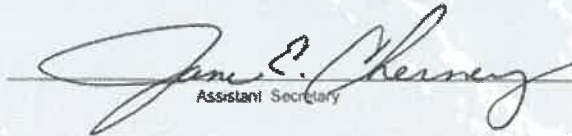
and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on March 14, 2014. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 14, 2014.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed fifty million dollars (\$50,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

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

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of APRIL, 2017.

  
Assistant Secretary



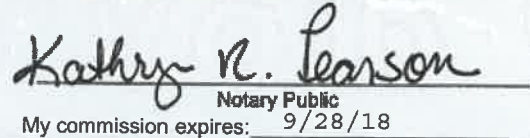
OLD REPUBLIC INSURANCE COMPANY

  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10TH day of APRIL, 2017, personally came before me, ALAN PAVLIC and JANE E CHERNEY to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



  
Notary Public  
My commission expires: 9/28/18

(Expiration of notary commission does not invalidate this instrument)

### CERTIFICATE

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

27 - 0377



Signed and sealed at the City of Brookfield, WI this 18th day of January, 2019.

  
Assistant Secretary

PEOPLES INS AGENCY INC

THIS DOCUMENT MUST BE PRINTED ON A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

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**MATTHEW G. BEVIN**

**GOVERNOR**

KNOW ALL MEN BY THESE PRESENTS THAT:

**AMANDA COLLEY**

**ASHLAND, KY**

having complied with the necessary provisions of the Insurance Laws of Kentucky, and having produced evidence satisfactory to the Commissioner of Insurance thereof, is hereby granted a license as:

**RESIDENT AGENT FOR:           PROPERTY AND CASUALTY  
INSURANCE**

and may perform and act as such, subject to the obligations and limitations imposed thereon, by law, for a period beginning on the date of issue herein, and to continue in force as long as the licensee is entitled thereto, under this Code, or until suspension, or revocation, by the Commissioner of Insurance.

**Nancy G. Atkins**

Commissioner

This license shall at all times be the property of the Commonwealth of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the licensee shall promptly deliver said license to the Commissioner of Insurance.

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NPN ID : 17100646



