

**PART III**

**Invitation to Bid No. 129-2012**

**Town Branch WWTP Dewatered Sludge Conveyor Replacement**

**I. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: Sept 18, 2012

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

This Proposal Submitted by NAC HEAVY HIGHWAY, INC.

623 BLUE SKY PARKWAY, LEXINGTON, KY 40509  
(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 **Town Branch WWTP Dewatered Sludge Conveyor Replacement** 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.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed of the owner and to fully complete the project within 180 calendar days. BIDDER further agrees to pay liquidated damages, the sum of \$ 500.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 08/29/2012

Addendum No.      Date                     

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.



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #1**

Bid Number: 129-2012

Date: August 29, 2012

Subject: Town Branch WWTP Dewatered Sludge  
Conveyor Replacement

Please address inquiries to:  
Betty Landrum (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

- 1) Please see attached Wage Rates that apply to this bid.

Todd Slatin, Acting 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: NAC HEAVY HIGHWAY, INC.

ADDRESS: 623 BLUE SKY PARKWAY, LEXINGTON, KY 40509

SIGNATURE OF BIDDER: \_\_\_\_\_



Steven L. Beshear  
Governor

**KENTUCKY LABOR CABINET**  
DEPARTMENT OF WORKPLACE STANDARDS  
DIVISION OF EMPLOYMENT STANDARDS,  
APPRENTICESHIP & MEDIATION  
1047 US Hwy 127 S - Suite 4  
Frankfort, Kentucky 40601  
Phone: (502) 564-3534  
Fax (502) 696-1897  
www.labor.ky.gov

Mark S. Brown  
Secretary

Michael L. Dixon  
Commissioner

August 28, 2012  
Tiffany Rank  
Lexington-Fayette Urban County Government  
125 Lisle Industrial  
Lexington KY 40511

Re: Lexington-Fayette Urban County Government, Town Branch WWTP Dewatered Sludge Replace

Advertising Date as Shown on Notification: June 18, 2012

Dear Tiffany Rank:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 7-008, dated June 27, 2012 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-H-01067-12-7, Heavy/Highway

Sincerely,

Michael L. Dixon  
Commissioner



2. LEGAL STATUS OF BIDDER

Bidder NAC HEAVY HIGHWAY, INC.

Date 09/18/2012

\* 1. A corporation duly organized and doing business under the laws of the State of KENTUCKY, for whom SARAH IQBAL, bearing the official title of PRESIDENT, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

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

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\* ~~3. XXXXX~~ Individual, whose signature is affixed to this Bid/Proposal (please print name)

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

3. **BIDDERS AFFIDAVIT**

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

1. His/her name is SARAH IQBAL and he/she is the individual submitting the bid or is the authorized representative of NAC HEAVY HIGHWAY, 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.

  
\_\_\_\_\_  
SARAH IQBAL  
(Affiant)

STATE OF KENTUCKY

COUNTY OF FAYETTE

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

SARAH IQBAL on this the 18TH day of SEPT.,

2012.

My Commission expires: 07/15/2014

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

4. **LUMP SUM BASE BID**

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, 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.

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 (Per Articles 18 & 19 of the Information of Bidders). LFUCG Reserves the right to award the bid in its best interest and within fiscal constraints.

BID

**Town Branch WWTP Dewatered Sludge Conveyor Replacement**

Total Lump Sum Base Bid must be shown below:

Four Hundred thirty three thousand  
Dollars (\$ 433,000 )

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Contract award will be made based on the lump sum base bid. The Bid Alternate will only be deducted from the Lump Sum Base Bid, if it is accepted, prior to Notice of Award being made.

OWNER reserves the right to accept or reject any bid alternate to the Lump Sum Base Bid. Should OWNER wish to consider the bid alternate listed, Bidder may be required to provide additional information as listed in Article 5.7 of the General Conditions prior to Notice of Award. Consideration of equipment alternatives of the selected bidder will be made by the OWNER within 60 days after the Effective Date of the agreement.

If a bid alternative is selected by OWNER, the award contract price will include the selected alternate deduct.

**ALTERNATE MANUFACTURER**

Section Number	Description	Equipment Supplier	Amount of Deduct
14400	Screw Conveyors		

**Submittal Requirements for Alternate Manufacturer**

Bidder shall submit information with its proposal, as described below for the OWNER to use in determining the equality or desirability of the proposed Alternate Manufacturer. Bidders failure to



comply with the following requirements will result in a determination by the OWNER that the proposed Alternate Manufacturer is not desired .

For the proposed Alternate Manufacturer, Bidder shall submit with his Proposal one set of Drawings, Specifications, complete descriptive material, a detailed listing of proposed equipment, and other information, including but not limited to, the following:

1. Dimensional and weight information on components and assemblies.
2. Catalog information.
3. Manufacturer s specifications, including materials descriptions and paint systems descriptions.
4. Complete listing of requested exceptions to the requirements of the Contract Documents.
5. Horsepower of all motors.
6. Utility requirements (water, electric power, air, etc.).
7. Address and phone number of nearest parts/repair service centers and nearest manufacturer s representative.
8. A listing of the three most recent installations where similar equipment by the manufacturer is currently in service, including contact names and telephone numbers for the OWNER.
9. Written description and Drawings regarding all changes and modifications to the work necessary to adapt the equipment to the arrangements shown or function described in the Contract Documents.
10. Time of Delivery.

Submitted by:

NAC HEAVY HIGHWAY, INC.

*Firm*

623 BLUE SKY PARKWAY

*Address*

LEXINGTON, KY 40509

*City, State & Zip*

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

*Signature of Authorized Company Representative* PRESIDENT  
*Title*

SARAH IQBAL

*Representative/s Name (Typed or Printed)*

(859) 623-3102

*Area Code Phone Extension*

(859) 623-3192

*Fax #*

brian@nacheavyhwy.com

*E-Mail Address*

OFFICIAL ADDRESS:

NAC HEAVY HIGHWAY, INC.

623 BLUE SKY PARKWAY

LEXINGTON, KY 40509

\_\_\_\_\_ (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: NAC HEAVY HIGHWAY, INC.
- 2. Permanent Place of Business: 623 BLUE SKY PARKWAY LEXINGTON, KY 40509
- 3. When Organized: 11/16/1994
- 4. Where Incorporated: KENTUCKY
- 5. Construction Plant and Equipment Available for this Project:

SEE ATTACHED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

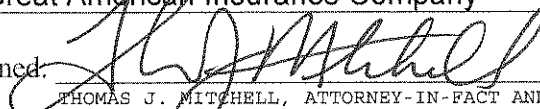
(Attach Separate Sheet If Necessary)

- 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:

Great American Insurance Company (Surety)

Signed:  (Representative of Surety)  
THOMAS J. MITCHELL, ATTORNEY-IN-FACT AND KENTUCKY RESIDENT AGENT

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

**GREAT AMERICAN INSURANCE COMPANY®**

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

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

No. 0 18129

**POWER OF ATTORNEY**

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

Name	Address	Limit of Power
STEVEN M. GARRETT	DEBORAH A. YATES	ALL
WILLIAM A. KANTLEHNER, III	JEFFREY A. BROWN	LOUISVILLE, KENTUCKY
THOMAS J. MITCHELL	DIANE L. PHELPS	\$75,000,000.
ROGER A. NEAL	LINDA KAPFHAMMER	

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30TH day of JULY, 2009.  
Attest  
GREAT AMERICAN INSURANCE COMPANY



*Atty L. C. B.*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 30TH day of JULY, 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16

*Karen L. Grosheim*

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

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

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

**CERTIFICATION**

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

Signed and sealed this 5TH day of SEPTEMBER, 2012



*Atty L. C. B.*  
Assistant Secretary

## **LIST OF MAJOR EQUIPMENT AVAILABLE FOR WORK**

- 1. MOBILE STORAGE TRAILER MODEL #0S24**
- 2. 1- STORAGE TRAILER**
- 3. 1972 GROVE RT 635 CRANE**
- 4. 1984 LINKBELT HSP8040 40 TON ROUGH TERRAIN  
CRANE**
- 5. KOBELCO SK290LC EXCAVATOR**
- 6. 1999 FORD DUMP TRUCK**
- 7. 2006 KOBELCO SK330LG / HOE RAM**
- 8. KOBELCO SK330LC EXCAVATOR**
- 9. JOHN DEERE 310G BACKHOE / HOE RAM**
- 10. KENT HAMMER KF 45**
- 11. JOHN DEERE 670A**
- 12. KOMATSU D31A-17 DOZER**
- 13. RAYGO COMPACTION ROLLER**
- 14. JOHN DEERE BACKHOE 310C**

**All the equipment is in good condition and maintained on a regular basis.**

**All the equipment is located in the State of Kentucky**

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
	SEE ATTACHED	

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
BGAD WWTP & WTP OPERATIONS	BGAD	\$299,280.00

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Brian Nash	Senior Project Manager	18 years
Kevin Haggard	Project Manager	17 years
Barry Bryant	On Site Supervisor	17 years
Shawn Dawes	Heavy Equipment Operator	15 years

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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(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.

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.

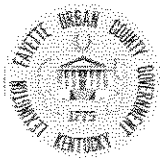
BRANCH OF WORK - LIST EACH MAJOR ITEM Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.

SUBCONTRACTOR DBE % of Work  
Yes/No

- |    |   |   |            |
|----|---|---|------------|
| 1. | <u>K. Hayes Limited</u><br><u>Electrical &amp; Demo</u> | Name: <u>K. Hayes Limited</u> <u>Yes</u>                    | <u>10%</u> |
|    |   | Address: <u>43150 Broadway</u><br><u>Lexington KY 40508</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. LFUCG MBE/WBE PARTICIPATION FORM

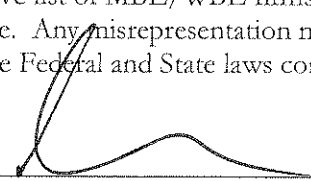
Bid/RFP/Quote Reference # 129-2012 Town Branch WWTP Dewatered Sludge conveyor Repl.

The MBE/WBE 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.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. <i>K. Hayes Limited 431 So. Broadway Ste 332 Lexington KY 40508</i>	<i>Electrical &amp; Demolition</i>	<i>\$45,000.00</i>	<i>10% of Contract</i>
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE 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.

NAC HEAVY HIGHWAY, INC.  
Company

  
Company Representative

09/18/2012  
Date

PRESIDENT  
Title





9. MBE/WBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 129-2012 Town Branch WWTP Dewatered Sludge Conveyor Repl

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

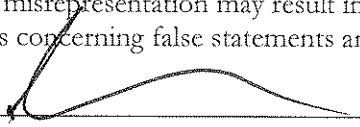
Company Name <b>NAC HEAVY HIGHWAY, INC.</b>	Contact Person <b>BRIAN NASH</b>
Address/Phone/Email <b>623 BLUE SKY PARKWAY, LEXINGTON, KY 40509</b>	Bid Package / Bid Date <b>09/18/2012</b>

MBE/WBE 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

(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.

NAC HEAVY HIGHWAY, INC.  
Company  
09/18/2012  
Date

  
\_\_\_\_\_  
Company Representative  
PRESIDENT  
Title



**10. LFUCG MBE/WBE 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. In order to measure that goal LFUCG will track spending with MBE/WBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 129-2012

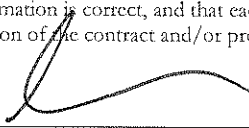
Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

Project Name/ Contract # <b>Town Branch WWTP Dewatered Sludge</b>	Work Period/ From: _____ To: _____
Company Name: <b>NAC Heavy Highway, Inc.</b>	Address: <b>623 Blue Sky Parkway Lexington, KY 40509</b>
Federal Tax ID: <b>61-1276754</b>	Contact Person: <b>Brian Nash</b>

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.

NAC HEAVY HIGHWAY, INC.  
 \_\_\_\_\_  
 Company  
09/18/2012  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Company Representative  
President  
 \_\_\_\_\_  
 Title



11. LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 129-2012

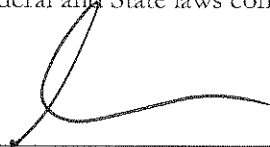
By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other  
Please list any other methods utilized that aren't covered above.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

NAC HEAVY HIGHWAY, INC.  
Company

  
\_\_\_\_\_  
Company Representative

09/18/2012  
Date

PRESIDENT  
Title

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

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

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

13. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Brian Nash

POSITION/TITLE: Senior Project Manger

STATEMENT OF EXPERIENCE: See attached

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NAME OF INDIVIDUAL: Kevin Haggard

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: See attached

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NAME OF INDIVIDUAL: Barry Bryant

POSITION/TITLE: On Site Supervisor

STATEMENT OF EXPERIENCE: See attached

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## BRIAN D. NASH

### HOME ADDRESS

3824 Horsemint Trail  
Lexington, KY 40509  
Phone: 859 543-1695

### WORK ADDRESS

NAC Heavy Highway, Inc.  
623 Blue Sky Parkway  
Lexington, KY 40509

### EDUCATION

Lexington Catholic High School  
Attended University of Kentucky  
Graduated Lexington Community College, Architecture

### WORK EXPERIENCE

- 2002 - Present **NAC Heavy Highway, Inc. General Manager General Contractor**  
Fort Knox Projects- Bridges 3, 5 & 6, Sludge Removal, and Clarifier Repairs  
Bluegrass Army Depot Projects – IDIQ Contract for Maintenance & Repairs  
VAMC Projects – Freezer Replacement and Underground Chilled Water Lines  
KY American Water Co. Projects -- Brick Veneer/Window Replacement, Mallard Point Pump Station, 2006 CAPEX Projects, Chlorination/Dechlorination  
At Owen County, River Station Valve Replacement, Clays Mill Storage Tank No. 2, Hydraulic & Chemical Feed at Richmond Rd Station  
Shakes Run Pump Station  
Two Mile Road Booster Pump Station/Hydrant & Valve Installment  
Poplar Woods Pump Station  
Edmonson Wax Water Treatment Upgrades  
Barlow Homes Pump Station  
Prairie View Pump Station  
Mentor to K. Hayes Limited in SBA (8a) contracts for the Federal Government  
BGAD – Water Treatment Plant Upgrades  
BGAD – Waste Water Treatment Plant  
BGAD – IDIQ Contracts W22glf-08-d-006 9x (1 thru 23) Maintenance & Repairs  
Ball Field Conversion, Pool House Renovation, Ky Highway 52 Stripping, Manhole Cover Repairs, Paving Bldg 216, Bldg 240, 210 & 239 Renovations, Bldg 216 & 217 Painting, Igloos Concrete Repairs, Bldg S-7 Renovations, Bldg 216 Renovations, Bldg S-7 Refurnish Office, CDE Grave Expansion, Concrete Burn Pads No. 1 and 2, Gravel Pad at Salt Dome, Bldg 58670CDE Storage Facility, Bldg 1170 Repair Floor/Epoxy, Sewer Line & Manhole Repairs, Bldg 58370 Renovations, Replace Fire Hydrants & Valves, Bldg 550 Asbestos Abatement, Bldg 58650 & 58660 Sewer Lift Station, Design/Build Equipment Shed, Bldg 218 Renovations  
VA Replace Underground Chilled Water Lines  
Ft. Knox Remediate Mold & Misc. Bldg Repairs
- 2002 - 01/2012 **NAC Heavy Highway, Inc. General Manager General Contractor**  
Mentor to K. Hayes Limited in SBA (8a) Program for Federal Government  
Fort Knox Projects- Bridges 3, 5 & 6, Sludge Removal, and Clarifier Repairs  
Bluegrass Army Depot Projects – IDIQ Contract for Maintenance & Repairs  
VAMC Projects – Freezer Replacement and Underground Chilled Water Lines  
KY American Water Co. Projects -- Brick Veneer/Window Replacement, Mallard Point Pump Station, 2006 CAPEX Projects, Chlorination/Dechlorination  
At Owen County, River Station Valve Replacement, Clays Mill Storage Tank No. 2, Hydraulic & Chemical Feed at Richmond Rd Station  
Shakes Run Pump Station  
Two Mile Road Booster Pump Station/Hydrant & Valve Installment  
Poplar Woods Pump Station  
Edmonson Wax Water Treatment Upgrades  
Barlow Homes Pump Station  
Prairie View Pump Station



1995-07/2001      **NAC Heavy Highway, Inc.      President      General Contractor**  
Harrodsburg WWTP Plant Improvements  
Paintsville Clarifier  
Wurtland Water Improvement  
Stamping Ground, KY Wastewater Treatment  
Vanceburg, KY Pump Station  
Paris, KY Water Treatment Plant  
Caldwell Tanks, Inc.

1985-1995      **NAC, Inc.      General Contractors      Lexington, KY**  
Project Manager  
Began as laborer, to foreman, to superintendent  
Assist in Estimating  
Project Management and Scheduling Functions  
Responsible for Project Quality Control  
Enforce Company plans and policies  
Project Buyout and Job Cost  
Assist Accounting Manager in invoicing  
Head of Design/Build Projects in Heavy Highway

**MAJOR PROJECTS: 1992-1993**

Design Build Swimming Pool, Corps of Engineers, Richmond, KY  
Sewer Plant Improvements Corps of Engineers, Richmond, KY  
Design/Build Swimming Pool, Aldergate Church, Irvine, KY  
Sewer Plant Upgrade Kentucky Horse Park, Lexington KY  
Filter Room Replacement, Southland Swimming Pool, City of Lexington, KY

**HONORS AND ACTIVITIES**

Member of St. Peter's Catholic Church  
Hobbies include Golf and spectator sports  
Dean's list at Lexington Community College

# WM. KEVIN HAGGARD

## HOME ADDRESS

1024 Crimson Creek Drive  
Lexington, KY 40509

## WORK ADDRESS

NAC Heavy Highway, Inc..  
623 Blue Sky Parkway  
Lexington, KY 40509

## EDUCATION

Cumberland University  
Bachelor of Business Administration, May 1994                      GPA: 3.75 - 4.0

## PROJECTS COMPLETED

1995-Present    USFS IDIQ Jobs  
                    Scotts-Claylick Culvert Repairs  
                    White Sulphur Culvert Repairs  
                    Redbird Ranger Station Renovation  
                    Cumberland Light Pole  
                    Spot Repairs for NSFR Bridges  
                    Cave Run Lake Boat Gunnell  
                    Misc Repairs for Redbird and Stearns Ranger District  
Flatwoods J.C. C. Dining Hall Remodel  
Flatwoods J.C.C. Weld HVAC Rehab  
Elizabeth Furnace Toilet Site Work & Water System CIP Project

BGAD – Water Treatment Plant  
BGAD Wastewater Treatment Plant Repairs and Upgrades

BGAD- IDIQ Contracts W22G1F-08-D-0006    1 Thur 23 Maintenance and Repairs  
                    Ball Field Conversion, Pool House, KY Highway 52 Stripping, Manhole Cover Repair, Paving  
                    216, Bldg 240, 210 & 239 Renovation, Igloos Concrete Repair, Bldg S-7 Renovation, Bldg 216  
                    Paving, Bldg 58370 and Bldg 218 Renovations, CDE Gravel Expansion, Concrete Burn Pads 1 and  
                    2, CDE Storage Facility Bldg 58670, Bldg 1170 Repair Floor/Epoxy, Sewer Line and Manhole  
                    Repairs, Bldg 550 Asbestos Abatement, Bldg 58650-660 Sewer Lift Station, Design/Build  
                    Equipment Shed, Bldg 219 Renovation

VAMC – Replace Underground Chilled Water Lines  
VAMC – Freezer Replacement Food Services Dept.

Fort Knox Bridges 3, 5 & 6 Repairs  
Shakes Run Pump Station  
Wax Water Treatment Plant Upgrade  
East Clark Co. Water District  
Mallard Point Pump Station  
Parkside Development  
Harrods Glen Pump “Station”  
KAWC – Owenton WWTP Chlorination/Dechlorination  
KAWC – Masonry Repairs, 2006 Capex Project  
OPPS Barlow Homes Pumping Station  
Ky-American Water Co. Valve & Plumbing Replacement  
Harrodsburg WWTP Improvements Contract “E”  
College Pump Station Redirection  
Clays Mill Storage Tank No. 2  
Clabber Bottom Pump Station  
Kentucky American Maintenance  
Kentucky American Chemical & Hydraulic Feed Improvements  
Paintsville Clarifier  
Georgetown Pump Station  
Kentucky American Water Chlorine Scrubber



## BARRY BRYANT

### HOME ADDRESS

589 Beach Fork Road  
Clay City, Kentucky 40312

### WORK ADDRESS

NAC Heavy Highway, Inc.  
623 Blue Sky Parkway, Lexington, KY 40509  
Phone (859) 263-3102

### WORK EXPERIENCE

**1995- Present** NAC Heavy Highway, Inc. General Contractors  
Lexington, KY  
**Project Superintendent**  
Redbird Ranger District Office Renovation  
KAWC – Control valve Improvements – Russell Cave  
BGAD – Upgrade & Renovation WWTP Facility  
BGAD – Fire Hydrant & Water Valves  
BGAD – Burn Pads 1 and 2  
BGAD – Fire Hydrants & Water Valve Repair  
VAMC Underground Chilled Water Lines  
Ft. Knox Bridges 3, 5 & 6 Repairs  
Dudley Street Bridge, Midway, Ky  
East Clark Co. Water District  
KAWC – Masonry Repairs,  
KAWC-- 2006 Capex Project  
Barlow Homes Pump Station  
Prairie View Pump Station  
Frenchburg Job Corp WWTP  
College Pump Station Privelege Fee #6, Georgetown, KY  
Clays Mill Storage Tank No. 2  
Kentucky American Chemical & Hydraulic Feed Improvements  
Kentucky American Water Maintenance Project  
Paintsville, KY Clarifier  
Kentucky American Water Chlorine Scrubber  
Eminence, KY Booster Fire Pump  
Stamping Ground Waster Water Treatment Plant  
Paris Water Treatment Improvements  
Design/Build SewageTreatment Plant Upgrade Arnolds Air Force Base, TN  
Kenton Co. Potassium Permanganate Feed Facility  
Taylor Mill, KY Water Treatment Plant  
Repair Milvan Platforms 6 & 7, Corps of Engineers, Richmond, KY

**1987-1995** NAC, INC General Contractor  
Project Superintendent  
Project Management & Scheduling Functions  
Responsible for Project Quality control  
Enforce Company plans and policies

### MAJOR PROJECTS 1992-1995

Paris, KY Water Treatment Plant  
Falmouth, KY De/Chlorination System, city of Falmouth  
Design/Build Federal Corrections Inst. Water Storage Tank, Lexington, KY  
Design/Build Swimming Pool, Corps of Engineers, Richmond, KY

Sewer Plant Improvements, Corps of Engineers, Richmond, KY

**BARRY CRYANT**

MAJOR PROJECTS 1992-1995 Continued

Design/Build Swimming Pool Aldergate Church, Irvine, KY

Sewer Plant Upgrade, Kentucky Horse Park, Lexington, KY

Filter Room Replacement, Southland Swimming Pool, City of Lexington

Special Training: 10 Hr. and 30 OSHA Safety Training

CPR and First Aid

Bloodborne Pathogens

Confined Space Trained

Hazwoper Training

Trenching and Shoring

Scaffolding

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.)

#### 14. 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 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

\_\_\_\_\_  
NAC HEAVY HIGHWAY, 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.

15. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of NAC HEAVY HIGHWAY, 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.

**16. WORKFORCE ANALYSIS FORM**

Name of Organization: NAC HEAVY HIGHWAY, INC.

Date: 09 / 14 / 2012

Categories	Total	White		Black		Other		Total		
		M	F	M	F	M	F	M	F	
Administrators							1			1
Professionals										
Superintendents		1							1	
Supervisors		1							1	
Foremen										
Technicians										
Protective Service										
Para-Professionals								1		1
Office/Clerical										
Skilled Craft			5							5
Service/Maintenance										
Total:			7					2		7
										2

Prepared By: RAYETTE ST. PIERRE

**17. EVIDENCE OF INSURABILITY**

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

Name of Insured: **NAC HEAVY HIGHWAY, INC.**

Employee ID: \_\_\_\_\_

Address: **623 BLUE SKY PARKWAY, LEXINGTON, KY**

Phone: **859 263-3102**

Project to be insured: **129-2012 Town Branch WWTP Dewatered Sludge Conveyor Replacement**

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 R. K. Management of Part V (Special Conditions) including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000 / 2,000,000	Westfield Companies	A	XIII
SC-3, Section 2, Part 4.1 see provisions	AUTO	\$100,000 per occ.	\$ 1,000,000	Westfield Companies	A	XIII
SC-3, Section 2, Part 4.1 see provisions	WC	Statutory w/ endorsement as noted	\$ 4,000,000	Associated General Contractors	A-	VII

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

Garrett-Stoetz Company

Thomas J Mitchell

Agent / or Brokerage

Name of Authorized Representative

1601 Wilburt Avenue

Agent

Street Address

Title

Lexington, KY 40299

*Thomas J Mitchell*

City

Authorized Signature

502 415-7000

Date

Telephone Number

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.

18. DEBARRED FIRMS

PROJECT NAME: Town Branch WWTP Dewatered Sludge Conveyor Replacement

BID NUMBER: 129-2012

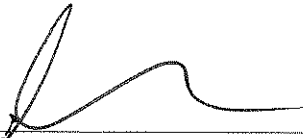
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY**

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 NAC HEAVY HIGHWAY, 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.

NAC HEAVY HIGHWAY, INC.  
Name of Firm Submitting Bid

  
Signature of Authorized Official

PRESIDENT  
Title

09/18/2012  
Date

**19. DEBARMENT CERTIFICATION**

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

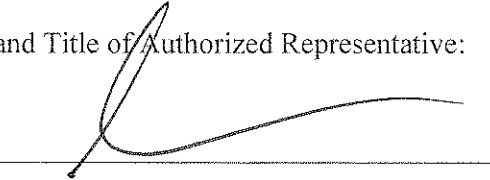
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 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: NAC HEAVY HIGHWAY, INC.

Project: 129-2012 Town Branch WWTP Dewatered sludge Conveyor Replacement

Printed Name and Title of Authorized Representative: Sarah Iqbal President

Signature: 

Date: 09/18/2012

END OF SECTION



# GREAT AMERICAN INSURANCE COMPANY

OHIO

## BID BOND

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

**CONTRACTOR:**

(Name, legal status and address)

NAC Heavy Highway, Inc.  
623 Blue Sky Parkway  
Lexington, KY 40509

**SURETY:**

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

Great American Insurance Company  
301 E 4th Street  
Cincinnati, OH 45202

**OWNER:**

(Name, legal status and address)

Lexington-Fayette Urban County Government  
Division of Central Purchasing  
200 East Main Street  
Lexington, KY 40507

BOND AMOUNT: \$ Five Percent (5%) of the Amount of the Bid---

**PROJECT:**

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

Town Branch WWTP Dewatered Sludge Conveyor Replacement  
LFUCG / Lexington, Kentucky

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 September, 2012.

(Witness)

(Witness) Linda Kapfhammer

NAC Heavy Highway, Inc.

(Principal)

(Title)

GREAT AMERICAN INSURANCE COMPANY

(Surety)

(Attorney-in-Fact) and Kentucky Resident Agent,  
Thomas J. Mitchell

(Seal)

Pres.

(Seal)

**GREAT AMERICAN INSURANCE COMPANY®**

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

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

No. 0 18129

**POWER OF ATTORNEY**

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

Name	Address	Limit of Power
STEVEN M. GARRETT	DEBORAH A. YATES	ALL OF
WILLIAM A. KANTLEHNER, III	JEFFREY A. BROWN	LOUISVILLE, KENTUCKY
THOMAS J. MITCHELL	DIANE L. PHELPS	\$75,000,000.
ROGER A. NEAL	LINDA KAPFHAMMER	

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30TH day of JULY, 2009  
Attest GREAT AMERICAN INSURANCE COMPANY



*My L C B*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 30TH day of JULY, 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16

*Karen L. Grosheim*

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

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

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

**CERTIFICATION**

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

Signed and sealed this 18th day of September, 2012.



*My L C B*  
Assistant Secretary