

08/16/2012

Resolution

430-2012

RESOLUTION NO. 430 - 2012

A RESOLUTION ACCEPTING THE BID OF SMITH CONTRACTORS, INC., IN THE AMOUNT OF \$4,861,000.00, FOR THE EXPANSION 2-A WASTEWATER SYSTEM IMPROVEMENTS CONTRACT 1 – PUMP STATION, FOR THE DIVISION OF WATER QUALITY, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH SMITH CONTRACTORS, INC., RELATED TO THE BID.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the bid of Smith Contractors, Inc., in the amount of \$4,861,000.00, for the Expansion 2-A Wastewater System Improvements Contract 1 – Pump Station, for the Division of Water Quality, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Smith Contractors, Inc., related to the bid.

Section 2 - That an amount, not to exceed the sum of \$4,861,000.00, be and hereby is approved for payment to Smith Contractors, Inc., from account #3400-303401-92811 (\$2,982,400.00) and account #4003-303401-92811 (\$1,878,600.00), pursuant to the terms of the bid and any agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: August 16, 2012

MAYOR



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ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507

## Master

File Number: 0823-12

<b>File ID:</b> 0823-12	<b>Type:</b> Resolution	<b>Status:</b> Approved
<b>Version:</b> 1	<b>Contract #:</b>	<b>In Control:</b> Urban County Council
<b>Division:</b> Central Purchasing	<b>Cost:</b>	<b>File Created:</b> 08/06/2012
<b>File Name:</b> Recommendation for Bid #70-2012 Expansion 2-A Wastewater System Improvements Contract 1 - Pump Station		<b>Final Action:</b> 08/16/2012

**Title:** A Resolution accepting the bid of Smith Contractors, Inc., in the amount of \$4,861,000, for the Expansion 2-A Wastewater System Improvements Contract 1 - Pump Station, for the Div. of Water Quality, and authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreement with Smith Contractors, Inc., related to the bid. (4 Bids, Low) [Martin]

**Notes:**

<b>Code Sections:</b>	<b>Agenda Date:</b> 08/16/2012
<b>Indexes:</b>	<b>Agenda Number:</b> 4.
<b>Sponsors:</b>	<b>Enactment Date:</b> 08/16/2012
<b>Attachments:</b> Smith Contractors, Inc.pdf, Insurance Certificate for Smith Contractors.pdf, Blank Contract Agreement.pdf, 00357205.DOC	<b>Enactment Number:</b> R-430-2012
<b>Deed #:</b>	<b>Hearing Date:</b>
<b>Drafter:</b> Betty Landrum	<b>Effective Date:</b>

### Approval History

Version	Date	Approver	Action
1	08/06/2012	Todd Slatin	Approve
1	08/06/2012	Elizabeth McGee	Delegate
1	08/06/2012	Jessica Williams	Delegate
1	08/06/2012	Elizabeth McGee	Approve
1	08/06/2012	Richard Moloney	Approve
1	08/07/2012	Dave Barberie	Approve

**History of Legislative File**

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	08/16/2012					
1	Urban County Council	08/16/2012	Received First Reading	Urban County Council	08/16/2012		
	<b>Action Text:</b>	Received First Reading to the Urban County Council due back on 8/16/2012					
1	Urban County Council	08/16/2012	Suspend Rules for Second Reading	Urban County Council	08/16/2012		Pass
	<b>Action Text:</b>	A motion was made by Council Member Stinnett, seconded by Council Member McChord, that the rules be Suspended for Second Reading. The motion Passed by the following vote: Aye: 13 Council Member Julian Beard, Council Member Tom Blues, Council Member Bill Farmer Jr., Council Member Chuck Ellinger, Council Member Diane Lawless, Council Member Ed Lane, Council Member George Myers, Council Member Jay McChord, Council Member Steve Kay, Council Member Kevin Stinnett, Council Member Peggy Henson, Council Member Linda Gorton, and Council Member Chris Ford Nay: 1 Council Member Doug Martin Absent: 1 Council Member K.C. Crosbie					
1	Urban County Council	08/16/2012	Approve				Pass
	<b>Action Text:</b>	A motion was made by Council Member Kay, seconded by Council Member Beard, that this Resolution be Approved. The motion Passed by the following vote: Aye: 14 Council Member Julian Beard, Council Member Tom Blues, Council Member Bill Farmer Jr., Council Member Chuck Ellinger, Council Member Diane Lawless, Council Member Doug Martin, Council Member Ed Lane, Council Member George Myers, Council Member Jay McChord, Council Member Steve Kay, Council Member Kevin Stinnett, Council Member Peggy Henson, Council Member Linda Gorton, and Council Member Chris Ford Nay: 0 Absent: 1 Council Member K.C. Crosbie					

**Text of Legislative File 0823-12**

Title

A Resolution accepting the bid of Smith Contractors, Inc., in the amount of \$4,861,000, for the Expansion 2-A Wastewater System Improvements Contract 1 - Pump Station, for the Div. of Water Quality, and authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreement with Smith Contractors, Inc., related to the bid. (4 Bids, Low) [Martin]  
 [Enter Text Here]

Body

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the bid of Smith Contractors, Inc., in the amount of \$4,861,000.00, for the Expansion 2-A Wastewater System Improvements Contract 1 - Pump Station,

for the Division of Water Quality, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Smith Contractors, Inc., related to the bid.

Section 2 - That an amount, not to exceed the sum of \$4,861,000.00, be and hereby is approved for payment to Smith Contractors, Inc., from account #3400-303401-92811 (\$2,982,400.00) and account #4003-303401-92811 (\$1,878,600.00), pursuant to the terms of the bid and any agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

[Enter Body Here]

[Enter Fiscal Impact Statement Here]

**PART III**

**Expansion Area 2A Wastewater System Improvements  
Contract 1 – Pump Station  
LFUCG Bid No. 70-2012**

**1. FORM OF PROPOSAL**

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Place: Lexington, Kentucky

Date: 07-03-12

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

This Proposal Submitted by Smith Contractors, Inc.

P.O. Box 480, 1241 Bypass North, Lawrenceburg, KY 40342  
(Name and Address of Bidding Contractor)

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

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

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

Gentlemen:

The Bidder, in compliance with your invitation for Bids for Expansion Area 2A Wastewater System Improvements, Contract 1 – Pump Station, having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the OWNER and to substantially complete the Project within **four hundred**

thirty days (430) consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of \$1,200.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 6-15-12; Addendum No. 2 Date  
6-22-12

Addendum No. 3 Date 6-28-12; 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.

**10. DRAWINGS**

DRAWING SHEET E-1-102

The control panel location has changed to the outside of the containment wall. Diagram ADD3-03 provides direction.

**11. DRAWINGS**

DRAWING SHEET E-1-506

Replace the drawing in its entirety with the attached.

*Todd Slatin* (Bpl)

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: SMITH CONTRACTORS, INC

ADDRESS: P.O. Box 480, 1241 BYPASS NORTH, LAWRENCEBURG, KY 40342

SIGNATURE OF BIDDER: *Allen Smith*



8. DRAWING

DRAWING SHEET A-1-400

Delete elevation "5/Access Ladder Elevation" and Section "Access Ladder Section". The access ladder will not be required.

9. DRAWINGS

DRAWING SHEET S-1-102

Add the following note to the Plan at Elevation 926.88 concerning the grout located in the corner of the influent channel, "Extend grout vertically to 1' above the top of the influent 48" diameter pipe.

10. DRAWINGS

DRAWING SHEETS:

- S-0-001, GENERAL NOTES
- S-0-002, TYP DETAILS
- S-1-104, ROOF FRAMING PLAN

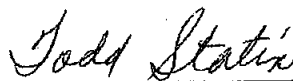

Please replace these in their entirety.

10. DRAWINGS

DRAWING SHEETS:

- S-0-203, TYP DETAILS
- S-1-205, ROOF SECTIONS AND DETAILS

Please add these drawings.

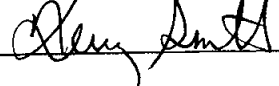
 

Todd Slatin, Acting, Director  
Division of Central Purchasing

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: SMITH CONTRACTORS, INC.

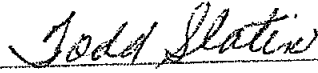

ADDRESS: P.O. Box 480, 1241 BYPASS NORTH, LAWRENCEBURG, KY 40342

SIGNATURE OF BIDDER: 

## 24. DRAWINGS

DRAWING SHEET E-1-001

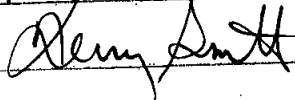
Changes have been made to this drawing. Refer to the revised, ELECTRICAL LEGEND, E-1-001, ADD1-7

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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: SMITH CONTRACTORS, INC.ADDRESS: P.O. Box 480, 1241 BYPASS NORTH, LAWRENCEBURG, KY 40342SIGNATURE OF BIDDER: 

2. LEGAL STATUS OF BIDDER

Bidder Smith Contractors, Inc.

Date 07-03-12

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

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

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

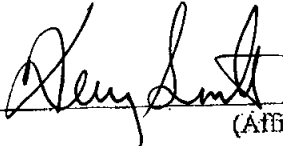
\* 3. ~~An individual, whose signature is affixed to this Proposal.~~

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

3. BIDDERS AFFIDAVIT

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

1. His/Her name is Kerry Smith and he/she is the individual submitting the bid or is the authorized representative of Smith Contractors, Inc., the entity submitting the bid (hereinafter referred to as "Bidder").
  2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
  3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
  5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
  6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
  7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
- Further, Affiant says nothing.

  
\_\_\_\_\_  
(Affiant)  
Kerry Smith

STATE OF Kentucky

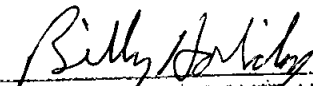
COUNTY OF Anderson

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

Kerry Smith on this the 3rd day of July

2012.

My Commission expires: 12-03-14

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

**4. BID SCHEDULE – SCHEDULE OF VALUES**

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

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.

- Notes:
1. Bids shall include sales tax, where required, and all other applicable taxes and fees.
  2. All specific cash allowances are included in the price(s) set forth and have been computed in accordance with Paragraph 10.8 of the General Conditions and Specification Section 01210 Allowances.
  3. The following allowances shall be included in the Contractors bid:
    - a. Landscaping lump sum allowance - Add \$30,000.
    - b. Special Inspections lump sum allowance - Add \$20,000 (see Spec Section 01450).
    - c. Brick unit cost allowance - \$650 per thousand for face brick (see Spec Section 04200).
    - d. Telemetry allowance – Add \$11,000.
    - e. Building – Door Canopies – Add 10,000.<sup>ADD2</sup>

**BASE BID CONTRACT PRICE:**

FOUR MILLION NINE HUNDRED SIXTY SEVEN THOUSAND DOLLARS  
 \_\_\_\_\_, (\$ 4,967,000)  
 (Use Words) (Figures)

**LUMP SUM DEDUCTION - Alternates as Selected By Owner:**

\_\_\_\_\_, (\$ \_\_\_\_\_)  
 (Use Words) (Figures)  
 (Above Is To Be Filled In By Owner After Review of Bid Alternates)

**TOTAL BID:**

\_\_\_\_\_, (\$ \_\_\_\_\_)  
 (Use Words) (Figures)  
 (Above Is To Be Filled In By Owner)

Alternative Equipment Information

Equipment Item	Base Bid Equipment Manufacturer	Alternate Bid Equipment Manufacturer	Lump Sum Deduction
1. Submersible Sewage Pumps	ITT Flygt	a. <b>EBARA</b>	<b>\$ 105,000</b>
		b.	b.
2. Odor Control Carbon Adsorber	Siemens Water Technologies Met-Pro/Dual	a.	a.
		b.	b.
3. Odor Control Bioxide	Siemens Water Technologies	a.	a.
		b.	b.
4. Catenary Bar Screen	E & I Corporation	a.	a.
		b.	b.
5. Check Valves	APCO Golden-Anderson	a.	a.
		b.	b.
6. Surge Relief Valve	APCO Golden-Anderson	a.	a.
		b.	b.
7. Plug Valves	DeZurik Pratt	a.	a.
		b.	b.
8. Slide Gates	H. Fontaine Whipps, Inc.	a.	a.
		b.	b.
9. Sluice Gates	H. Fontaine Whipps, Inc.	a.	a.
		b.	b.
10. Pump Controller	ITT Flygt	a. <b>ALLEN-BRADLEY</b>	<b>\$ 1,000</b>
		b.	b.
11. Variable Frequency Drives	Allen Bradley	a.	a.
		b.	b.
12. Motor Control Center	Allen Bradley	a.	a.
		b.	b.
13. Generator	Caterpillar Cummins Kohler	a.	a.
		b.	b.
14. Automatic Transfer Switch	Russelectric	a.	a.
		b.	b.
15. Transient Voltage Surge Suppressors	Innovative Technology	a.	a.
		b.	b.
16. FRP Doors	Chem.-Pruf Tiger Corrim	a.	a.
		b.	b.

Notes:

1. Where more than one Base Bid equipment manufacturer is listed above, the Bidder has the option of including any of the listed manufacturers in the Base Bid. The bidder must indicate the Base Bid equipment included in the Bid by circling the selected manufacturer at the time of the submission of the Bid. The design has been completed using the first listed Base Bid equipment manufacturer. Should the Bidder list the second or third Base Bid equipment or the Owner select other Alternate Bid equipment, the Bidder, at no additional cost to the Owner, shall make any changes to structure, piping controls, electrical, instrumentation, architectural, mechanical, etc. that may be necessary to accommodate this equipment.
2. Should the Bidder choose to offer for consideration to the Owner, any alternate manufacturers/products to those listed above, the Bidder shall provide a detailed submittal of applicable items such as catalog cut sheets, pump curves, hydraulic calculations, specifications, wiring diagrams, technical literature, dimensional drawings, etc., or any other information requested by the Owner. This submittal information shall be included with the Bidder's bidding documents for proper evaluation by the Owner. These submittal items shall be in addition to the submittal requirements listed in the respective technical specifications section of the equipment item or product hereinafter. Alternates will not be evaluated or pre-qualified prior to Bid opening.
3. The best, lowest Bidder will be determined by reducing the lump sum Bid proposal by the amount of the deductive alternates selected by the Owner for each Bidder.

Submitted by:

Smith Contractors, Inc.

*Firm*

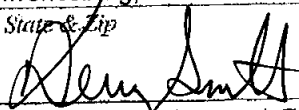
P.O. Box 480, 1241 Bypass North, Lawrenceburg, KY 40342

*Address*

Lawrenceburg, KY 40342

*City, State & Zip*

*Bid must be signed:  
(original signature)*



President

*Signature of Authorized Company Representative - Title*

Kerry Smith

*Representative's Name (Typed or Printed)*

502-839-4196

*Area Code - Phone - Extension*

502-839-8348

*Fax #*

ks@sci82.com

*E-Mail Address*



OFFICIAL ADDRESS:

Smith Contractors, Inc.

P.O. Box 480

1241 Bypass North

Lawrenceburg, KY 40342 (Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

See attached

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach Separate Sheet If Necessary)

6. Financial Condition:  
If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.
7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:  
Liberty Mutual Insurance Company David O'Bryan 502-426-6060  
9300 Shelbyville Road, Suite 704, Louisville, KY 40222 (Surety)
- Signed: David O'Bryan (Representative of Surety)
8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

# SMITH CONTRACTORS, INC. EQUIPMENT LISTING

## TYPE

### **BACKHOES, DOZERS, LOADERS & EXCAVATORS:**

Case 450 Loader  
Felco Bedding Conveyor  
IT 18B Cat Loader  
Cat 375 H 60" Sev Bucket  
Cat 375 42" Sev Bucket  
Cat 963 Track Loader  
42" Bucket for 330 Excavator  
590 Case SL Loader/Backhoe  
Cat IT28G Int. Tool Carrier  
Cat 312 Hydraulic Excavator  
Cat 320 Excavator & E210 Hammer  
Case 590 SL Loader/Backhoe  
Con-Tech Forks w/Rod  
36" Cepco Bucket (312 Excav)  
New Werk-Brau 48" Bucket  
Case 590 SL Loader/Backhoe  
Caterpillar 320 B 42" Bucket  
2000 Case 650H Crawler Dozer  
Caterpillar 320C 24" Bucket  
Caterpillar 325 24" Bucket  
Caterpillar 325 36" Bucket  
CTI Forks  
CTI 6000# Drive-In Forks w/Bar  
Cat 312CL Excavator  
Rammer E68 Hydraulic Hammer  
312 CL 24" Bucket  
RCW-15344 - 36" Bucket

# SMITH CONTRACTORS, INC. EQUIPMENT LISTING

## TYPE

### **BACKHOES, DOZERS, LOADERS & EXCAVATORS:**

36" 312C Bucket  
Caterpillar 320-HC Hydraulic Excavator  
Bobcat Compact Track Loader T190  
Case 590SM Loader Backhoe - 2003  
Caterpillar 330DL Excavator  
Yanmar VIO 35 Mini Excavator VIO35  
1997 Cat D6M XL Crawler Tractor  
24" Compaction Wheel for a Cat 320  
Caterpillar 330DL Excavator  
Case 580M Loader Backhoe w/ 24" Bucket  
Caterpillar 312C 30" Bucket  
963D Caterpillar Track Loader  
Caterpillar 324DL Long Reach Excavator  
Case 580L Backhoe  
Caterpillar 385 Excavator w/ Bucket  
2005 Caterpillar 963C Crawler Loader  
2002 Cat D8R Series II Crawler Tractor  
T250K Bobcat Loader  
Case 590 Super Series II Backhoe  
Caterpillar 336EL Hydraulic Excavator  
Caterpillar 320DL Excavator

### **CRANES:**

Terex RT175 Crane  
1990 Link Belt LS-138H Crane  
1981 Link Belt 100 Ton Crawler Crane LS-338  
Link Belt 50 Ton Hydraulic Rough Terrain Crane  
Terex TC4792 23.5 Ton Hydraulic Crane behind cab on 1999 Mack Flatbed Truck  
Link-Belt LS 138H 75 Ton Crawler Crane  
1999 Link Belt RTC8040 II 40 Ton 4x4x4 Rough Terrain Crane

# SMITH CONTRACTORS, INC. EQUIPMENT LISTING

TYPE
<b>DRILLS &amp; AIR COMPRESSORS:</b>
Jaegen Rock Drill
Sullair Compressor
Champion Air Compressor
I-R 250 CFM Compressor
Model 155 Drill
Model 155 Drill
Allied 730 Hy Ram
I-R 175 CFM Compressor
Rock Drill
Sullair Compressor/Breaker
1" Rock Drill
I-R P185 Compressor
Sullair Rock Drill
Air Compressor
I-R Air Compressor
Furukawa Hydraulic Drill
2004 Ingersoll-Rand PI85WJD Portable Air Compressor
<b>TRENCHERS:</b>
4010 Ditch Witch
<b>OTHER:</b>
Genie Scissor Man Lift
Pettibone 636 Telescopic Material Handler
1994 Caterpillar D400D Articulated Dump
Grove AMZ50 Manlift
Bobcat Landscape Rake, 6B
1999 JCB 560C Telescopic Forklift

## SMITH CONTRACTORS, INC. EQUIPMENT LISTING

TYPE
Finn B40 Straw Blower
John Deere 7220 Tractor & John Deere 726 Loader
Kubota RTV 900
Kubota 26 HP 60" Commercial Mower
MX19 Upright Scissor Lift
Grove Scissor Lift
Ice 216 Vibro Pile Hammer
72" Bobcat Seeder
Godwin Heidra 150 Power Pack Hydraulic Pump & 6" Pump End
GEHL 1083 Telescopic Forklift
2005 Ingersoll-Rand SD45DTF Vibratory Smooth Drum Roller
2004 Lincoln Classic 300D Portable Welder
Tamp Vibrator Plate
40' Rough Terrain Scissor
1998 Gradall Forklift, Model 534D-42
Genie 19' Scissor Lift
Multiquip Weler Gen Light Plant
2004 Cat 740 6x6 Articulated Dump Truck
2005 Cat 740 6x6 Articulated Dump Truck
Cat TH103 Telescopic Forklift

**Note: This list is for insurance purposes, it is not all inclusive.**

Smith Contractors, Inc.

Previous Sanitary Sewer Projects

Schedule A

<b>Project Name</b>	<b>Engineer</b>	<b>Engineer Contact</b>	<b>Engineer's Phone #</b>	<b>Date Completed</b>	<b>Contract Amount</b>
Town Fork Interceptor - Contract 3	Tetra Tech, Inc.	Morey Lampson	859-223-8000	Jun-09	\$ 5,608,540.00
Alex Licking Force Main & Gravity Sewer	Tetra Tech, Inc.	Paul Trepaney	513-772-4660	Jul-08	\$ 3,059,353.58
Shayler Run Segment "C"	Clermont Co. Sewer District	Lyle Bloom	513-732-8860	July-07	\$ 6,436,222.64
Sewage Transfer Pump Station	GRW Engineers	Alan Bryan	859-223-3999	Mar-07	\$ 1,915,351.12
Pump Station, Force Main & Int.	Quest Engineers	Rob Williams	859-223-3755	Sep-07	\$ 2,122,768.93
Bardstown Road Corridor Coll.	Metropolitan Sewer District	Steve Emly	502-540-6000	Jun-04	\$ 881,568.50
Fernhaven Road Assessment	Metropolitan Sewer District	Steve Emly	502-540-6000	Oct-03	\$ 1,233,441.72
Settler's Gap Sewer Remediation	Qk4	Toby Spalding	502-992-2985	Oct-03	\$ 3,371,346.13
Cane Run Interceptor	Metropolitan Sewer District	Steve Emly	502-540-6000	Jul-02	\$ 2,065,520.90
Kramers Lane Sanitary Sewer	Metropolitan Sewer District	Steve Emly	502-540-6000	Sep-01	\$ 2,064,018.50
Indian Hills West Sanitary Sewer	Metropolitan Sewer District	Steve Emly	502-540-6000	Jun-00	\$ 2,032,407.43





Smith Contractors, Inc.

Current Projects

Schedule B

<i>Project Name &amp; Location</i>	<i>Owner</i>	<i>Engineer</i>	<i>Contract Amount</i>	<i>Percent Complete</i>	<i>Scheduled Completion</i>	<i>Reference Including Address &amp; Phone #</i>
<i>Lower Howards Creek Infl PS &amp; WWTP</i> Winchester, Kentucky	Winchester Municipal Utilities	Palmer Engineering	\$ 28,178,980.00	61%	790 days	Brian Ward, P.E. P.O. Box 747, Winchester, KY 40392 859-744-1218
<i>WTP Expansion &amp; PS Upgrade</i> Grayson, Kentucky	Rattlesnake Ridge Water District	Sisler-Maggard Engineering	\$ 4,001,789.24	84%	365 days	Joe Sisler, P.E. P.O. Box 23279, Lexington, KY 40523 859-271-2978
<i>Water Distribution System Imprvs.</i> Clarksville, Tennessee	City of Clarksville	Rye Engineering	\$ 4,143,979.00	98%	300 days	Seth Rye, P.E. 4210 West Main St., Erin, TN 37061 931-289-2300
<i>Raw Water Intake</i> Dover, Tennessee	North Stewart Utility District	James C. Hailey & Company	\$ 2,046,000.00	15%	480 days	Neal Westerman, P.E. 7518 Hwy 70S, Nashville, TN 37221 615-883-4933
<i>Water Treatment Plant</i> Dover, Tennessee	North Stewart Utility District	James C. Hailey & Company	\$ 3,826,000.00	21%	480 days	Neal Westerman, P.E. 7518 Hwy 70S, Nashville, TN 37221 615-883-4933
<i>Buechel Basin WW System</i> Louisville, Kentucky	Metropolitan Sewer District	Metropolitan Sewer District	\$ 2,453,890.00	28%		Jacob Brown, P.E. 700 West Liberty Street, Louisville, KY 40203 502-540-6000
<i>Red River WWTP</i> Stanton, Kentucky	Red River Wastewater Authority	Bell Engineering	\$ 9,093,000.00			Ron Rogers, P.E. 2480 Fortune Dr., Ste 350, Lexington, KY 40509 859-278-5412

<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>
See attached		

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Kerry Smith	President	30 years

**STATE OF KENTUCKY  
COUNTY OF FAYETTE**

Before me, a Notary Public, and for said County and State, this 8<sup>TH</sup> day  
of JUNE, 2012 came Barbara Jarvis

Personally known to me, who, being duly sworn, states as follows:

That she is Account Executive of  
Lexington Herald-Leader, and that said publication date of  
JUNE 7, 2012 carried the advertising  
of SMITH CONTRACTORS, INC  
occupying the following space 4.60 INCHES.

By Barbara Jarvis

(SEAL)

Amanda R. Brooks  
Notary Public



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.

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	% of Work
1. <u>HVAC</u>	Name: <u>BISON INDUSTRIES</u>	<u>YES</u>	<u>5%</u>
	Address: <u>FOSTER, KY</u>		
2. <u>ELECTRIC</u>	Name: <u>SHELBYNS</u>	<u>NO</u>	<u>9%</u>
	Address: <u>SALVISA, KY</u>		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

7. 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  X . 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.

Smith Contractors, Inc.  
Company

07-03-12  
Date

Kerry Smith  
Representative

8. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: See attached

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

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

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

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

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

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

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

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

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

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

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

Smith Contractors, Inc.

KEY PERSONNEL

Schedule C

<i>Employee Name</i>	<i>Position</i>	<i>Date Started with SCI</i>	<i>Date Started In Construction</i>	<i>Prior Positions and Experience In Construction</i>
Kerry Smith	President/Owner	January, 1982	1970	Superintendent/Project Manager
Joe Smith	Vice-President	June, 1999	1998	Superintendent/Project Manager
Vandra Guffey	Treasurer	December, 1989	1982	Accounting Controller Asst.
Jerry Powell	Superintendent/ Project Manager	May, 1992	1972	Resume provided upon request
J.B. Rutledge	Superintendent	September, 1996	1973	Resume provided upon request
Jack Pennington	Superintendent	November, 1984	1983	Resume provided upon request
Dennis Muse	Superintendent	April, 2004	1984	Resume provided upon request
Jason Steinmetz	Superintendent/ Project Manager	December, 2001	2000	Resume provided upon request
Mike Craft	Superintendent	June, 2004	1994	Resume provided upon request



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.)

9. 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:

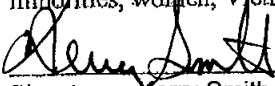
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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 Kerry Smith

Smith Contractors, Inc.  
Name of Business

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

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

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

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

The Act further provides:

**KRS 45.610. Hiring minorities – Information required**

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

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



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

KRS 45.630 Termination of existing employee not required, when

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

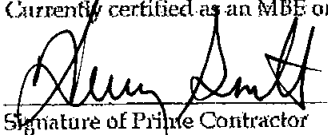
KRS 45.640 Minimum skills

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

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

Environmental  
 Protection Agency

Disadvantaged Business Enterprise Program  
 DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR'		PROJECT NAME Pump Station Expansion Area 2A WW System
ADDRESS		BID/PROPOSAL NO. 70-2012
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME Smith Contractors, Inc.		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No		
 Signature of Prime Contractor		07-03-12 Date
Kerry Smith Print Name		President Title
Signature of Subcontractor		Date
Print Name		Title

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



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires: 01/31/2011

Disadvantaged Business Enterprise Program  
DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires:  
01/31/2013

Disadvantaged Business Enterprise Program  
DBE Subcontractor Utilization Form

BID/PROPOSAL NO. 70-2012	PROJECT NAME Pump Station Expansion Area 2A WW System
NAME OF PRIME BIDDER/PROPOSER Smith Contractors, Inc.	E-MAIL ADDRESS ks@sci82.com
ADDRESS P.O. Box 480, 1241 Bypass North Lawrenceburg, KY 40342	
TELEPHONE NO. 502-839-4196	FAX NO. 502-839-8348

The following subcontractors will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the foregoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

*Kerry Smith* \_\_\_\_\_ Date 07-03-12  
Signature of Prime Contractor

Kerry Smith \_\_\_\_\_ Title President  
Print Name

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



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires:  
01/31/2011

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Utilization Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2622), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.



**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION POLICY**

**PROJECT NAME:** Expansion Area 2A, Wastewater System Improvements,  
Contract 1 -- Pump Station, Lexington-Fayette County Government  
Bid No. 70-2012

**BID DATE:** July 3, 2012

1. Name, address and telephone number of contact person on all DBE matters:

Prime Contractor's Name: Smith Contractors, Inc.  
Contact Person: Kerry Smith  
Address: P.O. Box 480, 1241 Bypass North, Lawrenceburg, KY 40342  
Phone: 502-839-4196  
Cell Phone: \_\_\_\_\_  
Email: ks@sci82.com  
Total Contract Amount: \_\_\_\_\_

2. Total dollar amount/percent of contract of MBE participation: \_\_\_\_

3. Total dollar amount/percent of contract of WBE participation: \_\_\_\_

4. Are certifications for  
each MBE/WBE/DBE subcontractor  Yes  No  
enclosed; if no, please explain: \_\_\_\_\_

5. Are MBE/WBE/DBE  
subcontracts or letters of intent signed by  Yes  No  
both parties enclosed; if no, please explain: \_\_\_\_\_

6. List of MBE Subcontractors:

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Work to be Done: \_\_\_\_\_  
Amount: \_\_\_\_\_

7. List of WBE Subcontractors:

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Work to be Done: \_\_\_\_\_

Amount: \_\_\_\_\_

Attach Additional Sheets, If Necessary

\*Self-certification: Self certification of MBE/WBE/DBE firms will NOT be accepted as a valid form of certification of MBE/WBE/DBE status.

8. Information and documentation concerning efforts taken to comply with EPA's "six good faith efforts"

(i). Ensure DBE construction firms or material suppliers are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources. A good source for a list of DBEs is the Kentucky Transportation's website: <http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>.

The prime contractor certifies that a bidders list (see example sheet below) of qualified vendors, including DBEs, was developed for current and future solicitations and that the list will be maintained. *Submit a copy of the list as documentation.*

(ii). Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process; including, whenever possible, posting solicitation for bids or proposals for a sufficient amount of time as to receive a competitive bid or proposal pool.

The prime contractor certifies that every opportunity was provided to a number of DBEs to encourage their participation in the competitive process and that an adequate amount of time was provided for response.

a. List each DBE construction firm or material supplier to which a solicitation was attempted. *Submit copies of letters, emails, faxes, telecommunication logs, certified mail receipts, returned envelopes, certified mail return receipts, etc. as documentation.*

Company name and phone number: \_\_\_\_\_

Area of work expertise: \_\_\_\_\_

Date of any follow-ups and person spoke to: \_\_\_\_\_

b. Advertisements, if applicable: List each publication in which an announcement or notification was placed. *Submit a tear sheet of each announcement from each publication as documentation.*

Name of publication: Lexington Herald-Leader

Date(s) of advertisement: 06-07-12

Specific subcontract areas announced: See attached

- c. Other, if applicable: List each notification method in which an announcement or outreach was used; list serve, public meeting, etc. *Submit applicable information to document effort.*

Method of notification: \_\_\_\_\_

Date(s) of notification: \_\_\_\_\_

- (iii). Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs; including dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

The prime contractor certifies that the project was broken into its basic elements (i.e., dirt hauling, landscaping, painting, pipe installation, material supplies, etc.) and that a determination was made whether it's economically feasible to bid the elements separately and that the analysis of this effort was documented with a short memo to the project file.

- (iv). Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

The prime contractor certifies that they established delivery schedules which would allow DBEs to participate in the projects.

- (v). Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce. The easiest way to utilize the services of SBA and MBDA is to visit their websites: [www.sba.gov](http://www.sba.gov) and [www.mbda.gov](http://www.mbda.gov) and use the electronic tools available there or you may send the nearest SBA and MBDA office a certified letter that generally describes the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known. You may also use the services and assistance of the Kentucky Procurement Assistance Program (KPAP). The easiest way to utilize the services of KPAP is to send an email: [ced.kpap@ky.gov](mailto:ced.kpap@ky.gov) and provide information on forthcoming opportunities available to DBEs.

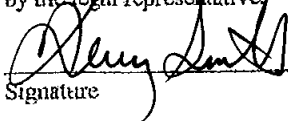
The prime contractor certifies that the assistance of the SBA, MBDA, and/or KPAP was utilized. *Submit pages printed off the SBA and MBDA websites which evidence efforts to register a solicitation on those sites or submit copies of the letter sent and certified mail receipt as documentation; submit copies of emails with KPAP as documentation.*

- (vi). If a subcontractor awards any subcontracts, require the subcontractor to take the steps in numbers (i) through (v) above.

The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the "six good faith efforts" as listed above.

9. **Signature and date:**

To the best of my knowledge and belief, all "six good faith efforts" have been met and the information contained in this document is true and correct; the document has been duly authorized by the legal representative.

  
Signature

Kerry Smith, President  
Print name and title

07-03-12  
Date

10. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Smith Contractors, Inc.

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

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

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

**II. WORKFORCE ANALYSIS FORM**

Name of Organization: Smith Contractors, Inc.

Date: 7/31/2012  
~~06/29/2012~~

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	2	2						2	
Professionals									
Superintendents	6	6						6	
Supervisors									
Foremen									
Operators Technicians	13								13
Protective Service									
Laborers Para-Professionals	27	25				2		27	
Office/Clerical	16	2	4		1			2	4
Skilled Craft	10	8				2		10	
Service/Maintenance	5							5	
<b>Total:</b>	<b>69</b>							<b>65</b>	<b>4</b>

Prepared By: \_\_\_\_\_

12. EVIDENCE OF INSURABILITY

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

Name of Insured: Smith Contractors, Inc. Employee ID: \_\_\_\_\_  
 Address: P.O. Box 480, 1241 Bypass North, Lawrenceburg, KY 40342 Phone: 502-839-4196

Project to be insured: Pump Station Expansion Area 2A WW System Improvements

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	Sub. Excess Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGA	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 per occ \$2,000,000 aggregate	Amerisure	000604	A
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000 per occ.	\$1,000,000 limits	Amerisure	000604	A
SP-3, Section 2, Part 4.1 - see provisions	WC	Stability w/ retrocession as noted	\$400,000 EL Statutory WC	KY-AGC	055002	A-

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

Agency or Brokerage: Garrett-Stutz Company Name of Authorized Representative: Richard H. O'Brien  
 Street Address: 1601 Alliant Ave Title: Commercial Lines Manager  
 City: Louisville KY 40299 State: IN Authorized Signature: [Signature]  
 Telephone Number: 502-415-7000 Date: 6/29/12

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.

13. DEBARRED FIRMS

PROJECT NAME: Pump Station Expansion Area 2A  
Wastewater System Improvements

BID NUMBER: 70-2012

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY

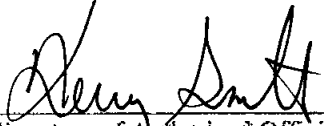
All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

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

Smith Contractors, Inc.

Name of Firm Submitting Bid



Signature of Authorized Official  
Kerry Smith

President

Title

07-03-12

Date



14. DEBARMENT CERTIFICATION

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

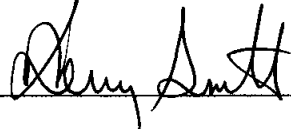
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

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

Firm Name: Smith Contractors, Inc.

Project: Pump Station Expansion Area 2A  
Wastewater System Improvements

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

Signature: 

Date: 07-03-12

**15. ITEMS TO BE SUBMITTED IN BID PACKAGE**

The following documents are attached to and made a condition of this bid:

- FORM OF PROPOSAL (P-1 THRU P-10)
- STATEMENT OF BIDDER'S QUALIFICATIONS (P-11 THRU P-13)
- LIST OF PROPOSED SUBCONTRACTORS (P-14)
- AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST (P-15)
- STATEMENT OF EXPERIENCE (P-16)
- EQUAL OPPORTUNITY AGREEMENT (P-18 THRU P-20)
- EPA FORM 6100-3 (P-21)
- EPA FORM 6100-4 (P-23)
- DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION POLICY (P-25 THRU P-28)
- EVIDENCE OF INSURABILITY FORM (P-31)
- DEBARRED FIRMS (P-32)
- DEBARRMENT CERTIFICATION (P-33)
- BID BOND WITH POWER OF ATTORNEY

END OF SECTION



Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA. 19462-1644  
Ph. (610) 832-8240

**BID BOND**

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS, that we SMITH CONTRACTORS, INC., PO BOX 480, LAWRENCEBURG, KY 40342

\_\_\_\_\_, as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, 200 EAST MAIN STREET, LEXINGTON, KY 40507

\_\_\_\_\_, as obligee (the "Obligee"), in the penal sum of FIVE PERCENT BID AMOUNT Dollars (\$5% BID AMOUNT), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: CONTRACT 1 - PUMP STATION EXPANSION AREA 2A WASTEWATER SYSTEM IMPROVEMENTS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

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

DATED as of this 3<sup>rd</sup> day of: JULY, 2012.  
KS

WITNESSES ATTEST

[Signature]  
VANDRA GUFFEY  
TREASURER

\_\_\_\_\_  
SMITH CONTRACTORS, INC.  
(Principal)  
By: [Signature] (Seal)  
Name: KERRY SMITH  
Title: PRESIDENT

LIBERTY MUTUAL INSURANCE COMPANY  
(Surety)  
By: [Signature] (Seal)  
Attorney-in-Fact  
DAVID P. O'BRYAN

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5111369

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DAVID P. O'BRYAN, CHRISTOPHER A. CYTERSKI, DAVID DOUGLAS, ALL OF THE CITY OF LOUISVILLE, STATE OF KENTUCKY

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY MILLION AND 00/100 DOLLARS (\$ 20,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 24th day of January 2012

LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of January, 2012, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 3rd day of JULY 2012

By Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MD

DATE (MM/DD/YYYY)

08/03/12

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

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

PRODUCER <b>Garrett-Stotz Company</b> 1601 Alliant Avenue Louisville, KY 40299 Steven M. Garrett	502-415-7000	CONTACT NAME:	
	502-415-7001	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	SMITH-3
		INSURER(S) AFFORDING COVERAGE	
INSURED <b>Smith Contractors, Inc.</b> Kerry Smith PO Box 480 Lawrenceburg, KY 40342	INSURER A: <b>Amersure Mutual Insurance</b>		NAIC # 23396
	INSURER B: <b>Associated General Contractors</b>		NA
	INSURER C: <b>Victor O. Schinnerer &amp; Co.,</b>		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP 2026088	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						Emp Ben. \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			CA 2026087	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CU 2026089	01/01/12	01/01/13	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7132	01/01/12	12/31/12	WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 4,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 4,000,000
							E.L. DISEASE - POLICY LIMIT \$ 4,000,000
C	Pollution Liab.			CSB288372373	03/27/12	03/27/13	Limit 1,000,000
							SIR 10,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Lexington Fayette Urban County  
Government  
200 E. Main Street  
Lexington, KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITED POLLUTION REIMBURSEMENT- "WORK SITES"

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All policy terms apply except as stated below.

A. The following is added to SECTION I - COVERAGES:

#### COVERAGES D. LIMITED POLLUTION COVERAGE - "WORK SITES"

##### 1. Insuring Agreement

a. We will reimburse the insured for those sums that the insured becomes legally obligated to pay:

(1) As damages because of:

(a) "bodily injury"; or

(b) "property damage"; or

(2) As "cleanup costs" because of "environmental damage" as a result of physical injury to tangible property; or

(3) As "defense expenses" incurred by the insured to defend any "suit" seeking those damages or costs;

to which this insurance applies.

b. We may at our discretion investigate any "pollution incident", but we have no duty to defend any claim or "suit" arising from any "pollution incident". Additionally:

(1) The amount we will reimburse is limited as described in the Supplemental Coverage Schedule and Limits of Insurance provisions stated in this endorsement.

(2) No other obligation or liability to reimburse or pay sums, or perform acts or services, is covered.

c. This insurance applies to "bodily injury", "property damage", "cleanup costs" because of "environmental damage", and "defense expenses", only if:

(1) The "bodily injury", "property damage" or "environmental damage" is caused by a "pollution incident" on or from "your work site" in the "coverage territory":

(a) that results from "pollutants" brought on to such site by any insured or any contractor or subcontractor performing operations directly or indirectly on any insured's behalf;

(b) that is demonstrable as beginning and ending within 72 hours; and

(c) that is accidental.

(2) The "bodily injury", "property damage" or "environmental damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - WHO IS AN INSURED and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

Includes copyrighted material of Insurance Services Office, Inc.

- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**2. Exclusions**

The insurance provided by this endorsement does not apply to:

- a. "Bodily injury", "property damage" or "environmental damage" expected or intended from the standpoint of the insured.
- b. "Bodily injury", "property damage" or "environmental damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- c. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- d. "Bodily injury" to:
  - (1) An employee of the insured arising out of and in the course of:
    - (a) employment by the insured; or
    - (b) performing duties related to the conduct of the insured's business.
  - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of injury.
- e. "Property damage" or "environmental damage" to:
  - (1) A "waste facility";
  - (2) Property you own, rent, or occupy now or at any other time;
  - (3) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
  - (4) Property loaned to an insured; or
  - (5) Personal property in the care, custody or control of an insured.
- f. "Bodily injury", "property damage" or "environmental damage" included within the "products completed operations hazard".

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- g. "Bodily injury", "property damage" or "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended 1978 or any deepwater port as defined in the Deepwater Port Act of 1974 as amended or as may be amended.
- h. "Bodily Injury", "property damage" or "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", "mobile equipment", rolling stock or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and "loading or unloading".  
 This exclusion does not apply to "bodily injury", "property damage" or "environmental damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury", "property damage" or "environmental damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids, are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.
- i. "Bodily injury", "property damage" or "environmental damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.
- j. "Bodily injury", "property damage" or "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:
  - (1) The insured; or
  - (2) You or any of your members, partners or "executive officers".
- k. "Bodily injury", "property damage" or "environmental damage" arising out of acid rain.
- l. "Bodily injury", "property damage" or "environmental damage" arising out of:
  - (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
  - (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.
- m. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" at any site which is included or proposed for inclusion on a governmental authority's cleanup priority list.
- n. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants" at any site which is included or proposed for inclusion on a governmental authority's cleanup priority list.
- o. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.  
 As used in this exclusion, hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
- p. Any multiple, punitive or exemplary damages.
- q. "Bodily injury", "property damage" or "environmental damage" resulting from "pollutants" not brought on or to "your work site" by any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf.

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- r. "Defense expenses" as a result of "bodily injury", "property damage" or "environmental damage" excluded under this endorsement.
- s. "Bodily injury", "property damage" or "environmental damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by any insured or on any insured's behalf by a contractor or subcontractor.
- t. "Bodily injury", "property damage" or "environmental damage" related in any way to "pollutants" which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom you may be legally responsible.

B. SECTION III - LIMITS OF INSURANCE is deleted and replaced with the following:

**SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE**

1. The Limits of Insurance shown in the Supplemental Coverage Schedule and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds under this endorsement; or
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard".
  - c. Damages under Coverage B; and
  - d. Damages, "cleanup costs" and "defense expenses" under Coverage D.
3. Subject to 2. above (the General Aggregate Limit), the Pollution Liability Aggregate Limit is the most we will reimburse for the sum of:
  - a. All damages because of all "bodily injury" and "property damage";
  - b. All "cleanup costs" incurred because of all "environmental damage"; and
  - c. All "defense expenses" incurred by the insured to defend any "suit" seeking those damages or costs; arising out of all "pollution incidents".
4. Subject to 2. above (the General Aggregate Limit) and 3. above (the Pollution Liability Aggregate Limit), the Each Pollution Incident Limit is the most we will reimburse for:
  - a. All damages because of all "bodily injury" and "property damage";
  - b. All "cleanup costs" incurred because of all "environmental damage"; and
  - c. All "defense expenses" incurred by the insured to defend any "suit" seeking those damages or costs; arising from any one "pollution incident".

**Deductible**

We will reimburse you only for "property damage", "cleanup costs", or "defense expenses" in excess of the deductible stated in the Supplemental Coverage Schedule. The deductible will apply separately to each "pollution incident". We will not reduce the Each Pollution Limit or the Pollution Liability Aggregate Limit by the application of the deductible.

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C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is deleted and replaced by the following:
  2. Duties In The Event Of Environmental Damage, Pollution Incident, Loss Or Suit.
    - a. You must see to it that we are notified in writing promptly of "environmental damage" or a "pollution incident" which may result in a loss. Notice should include:
      - (1) How, when and where the "environmental damage" or "pollution incident" took place;
      - (2) The names and addresses of injured persons or witnesses;
      - (3) The nature and location of any injury or damage arising out of the "environmental damage" or "pollution incident".
    - b. You and any other involved insured must:
      - (1) Immediately send us copies of any demands, notices, summons or legal papers received in connection with the loss;
      - (2) Authorize us to obtain records and other information;
      - (3) Enforce any right against any other person or organization which may be liable to you because of damage to which this insurance applies.
    - c. You must see to it that we are notified in writing promptly of any reimbursable damages, costs or "defense expenses" under this endorsement. Notice should include copies of bills, invoices, demands or judgments.
2. Condition 4. Other Insurance. Is deleted and replaced by the following:
  4. Other Insurance. This insurance is excess over any other insurance whether primary, excess, contingent or on any other basis.

D. SECTION V - DEFINITIONS is amended to include the following:

"Cleanup costs" mean expenses for the removal or neutralization of contaminants, irritants or "pollutants".

"Defense expenses" mean only those fees, costs and expenses that result directly from the investigation, settlement or defense of a specific claim or "suit".

- a. Such fees, costs and expenses include the following:
  - (1) Reasonable and customary attorney fees, costs and expenses.
  - (2) The cost of legal proceedings.
  - (3) The cost of bonds to release property that is being used to secure a legal obligation. We do not have to furnish such bonds.
  - (4) Other reasonable expenses incurred by an insured while aiding in the investigation or defense of a claim or "suit". We will not reimburse more than \$250 per day for earnings actually lost by the insured because of time taken off from work. We have no duty to pay any other expenses incurred by the insured.
  - (5) The cost taxed against any insured in a "suit".
  - (6) Prejudgment interest meaning the interest that accumulates before a judgment and that is awarded against the insured on that part of a judgment we pay.
- b. However, we will not consider any of the following to be "defense expenses":
  - (1) Our expenses, meaning salaries and expenses of our employees, including employed attorneys and fees and expenses of independent investigators or adjustors that we hire.
  - (2) Salaries and expenses of insureds other than expenses incurred by an insured with our consent.

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- (3) Postjudgment interest meaning the interest that accumulates on a judgment from the date of a judgment to the date it is paid.

"Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere, or any watercourse or body of water.

"Pollution incident" means the actual or alleged emission, discharge, release, or escape of "pollutants" from "your work site" provided that such emission, discharge, release or escape results in "environmental damage". All "bodily injury", "property damage" and "environmental damage" arising out of one emission, discharge, release or escape will be deemed to be one "pollution incident".

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Waste facility" means any site to which waste from the operations of "your work site" is legally consigned for delivery or delivered for storage, disposal, processing or treatment, provided that such site is not and never was owned by, rented or loaned to you.

"Your work site" means any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations. "Your work site" does not include:

- a. Any premises, site or location owned, occupied, rented or loaned to you at any time while you or any contractor or subcontractor working on your behalf were working on such premises, site or location;
- b. Any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- c. Any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".