

PART III

Invitation to Bid No. 10-2013

Grimes Mill Road Bridge Over Boone Creek Replacement

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: MARCH 29, 2013

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

This Proposal Submitted by BUSH & BURCHETT, INC.

P.O. BOX 400 ALLEN, KY 41601

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KENTUCKY, doing business as BUSH & BURCHETT, INC.
CORPORATION "a corporation," "a partnership", or an "individual" as applicable.

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

Gentlemen:

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



BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$1,650.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda: *NONE*

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

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



2. **LEGAL STATUS OF BIDDER**

Bidder BUSH & BURCHETT, INC.

Date MARCH 29, 2013

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

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

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

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



3. **BIDDERS AFFIDAVIT**

Comes the Affiant, JOE A. BURCHETT, II, and after being first duly sworn, states under penalty of perjury as follows:

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

Further, Affiant sayeth naught.



(Affiant)

STATE OF KENTUCKY/

COUNTY OF FLOYD

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

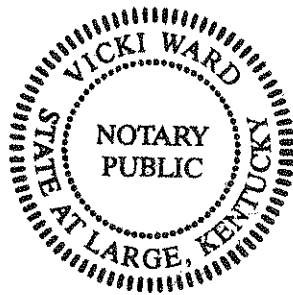
JOE A. BURCHETT, II on this the 29TH day of MARCH,

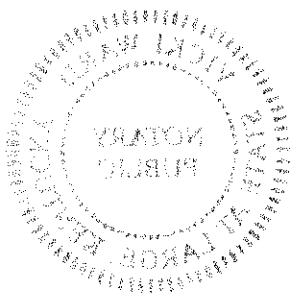
2013.

My Commission expires: JUNE 24, 2016

Vicki Ward

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.

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

**Base Bid (Bid Number 10-2013)
Grimes Mill Road CR 1122 Over Boone Creek**

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written In Words	Unit Price	Total Amount Bid
1.	1	LS	Mobilization Per Each	\$30,000. ⁰⁰	\$30,000. ⁰⁰
2.	1	LS	Remove Structure Lump Sum	\$100,000. ⁰⁰	\$100,000. ⁰⁰
3.	1	LS	Clean and Paint Structural Steel Lump Sum	\$70,000. ⁰⁰	\$70,000. ⁰⁰
4.	60	CY	Gabion Baskets Per Cubic Yard	\$200. ⁰⁰	\$12,000. ⁰⁰
5.	166.8	CY	Class “A” Concrete Cubic Yard	\$650. ⁰⁰	\$108,420. ⁰⁰
6.	58.1	CY	Class “AA” Concrete Cubic Yard	\$1,100. ⁰⁰	\$63,910. ⁰⁰
7.	13,251	LB	Steel Reinforcement Per Pound	\$1. ⁴⁰	\$18,551. ⁴⁰
8.	15,224	LB	Steel Reinforcement, Epoxy Coated Per Pound	\$1. ³⁰	\$19,791. ²⁰
9.	1	LS	Structural Steel, estimated weight = 15,109 lbs Lump Sum	\$75,000. ⁰⁰	\$75,000. ⁰⁰

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written In Words	Unit Price	Total Amount Bid
10.	168	CY	Structure Excavation, Solid Rock (NO BLASTING) Per Cubic Yard	\$ 20. ⁰⁰	\$ 3,360. ⁰⁰
11.	30	TN	Cyclopean Stone Rip Rap Per Ton	\$ 35. ⁰⁰	\$ 1,050. ⁰⁰
12.	147	CY	Structural Granular Backfill Per Cubic Yard	\$ 75. ⁰⁰	\$ 11,025. ⁰⁰
13.	329	SY	Masonry Coating Per Square Yard	\$ 10. ⁰⁰	\$ 3,290. ⁰⁰
14.	24	LF	Armored Edge for Concrete Per Linear Foot	\$ 50. ⁰⁰	\$ 1,200. ⁰⁰
15.	84	LF	PPC Box Beam Type SB17 Per Linear Foot	\$ 300. ⁰⁰	\$ 25,200. ⁰⁰
16.	236	LF	Handrail Metal Per Linear Foot	\$ 200. ⁰⁰	\$ 47,200. ⁰⁰
17.	4	EA	Guardrail Terminal Section No. 1 Per Each	\$ 50. ⁰⁰	\$ 200. ⁰⁰
18.	4	EA	Guardrail Terminal Section No. 2 Per Each	\$ 250. ⁰⁰	\$ 1,000. ⁰⁰
19.	100	LF	Guardrail – Steel W Beam – S Face Per Linear Foot	\$ 26. ⁰⁰	\$ 2,600. ⁰⁰
20.	102	TN	DGA Base Per Ton	\$ 45. ⁰⁰	\$ 4,590. ⁰⁰
21.	37	TN	Class 2 - Asphalt Base, 0.75D PG 64-22 Per Ton	\$ 250. ⁰⁰	\$ 9,250. ⁰⁰
22.	15	TN	Class 2 - Asphalt Surface, 0.38B PG 64-22 Per Ton	\$ 250. ⁰⁰	\$ 3,750. ⁰⁰
23.	38.2	LF	Edge Key Per Linear Foot	\$ 10. ⁰⁰	\$ 382. ⁰⁰
24.	45	SF	Signs Per Square Foot	\$ 12. ⁰⁰	\$ 540. ⁰⁰
25.	1407	SY	Temporary Mulch Per Sq. Yard	\$ 0. ³⁰	\$ 422. ¹⁰

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written In Words	Unit Price	Total Amount Bid
26.	1	EA	Silt Trap Type "A" Per Each	\$ 200. ⁰⁰	\$ 200. ⁰⁰
27.	3	EA	Clean Silt Trap Type "A" Per Each	\$ 10. ⁰⁰	\$ 30. ⁰⁰
28.	1	EA	Silt Trap Type "B" Per Each	\$ 200. ⁰⁰	\$ 200. ⁰⁰
29.	3	EA	Clean Silt Trap "B" Per Each	\$ 10. ⁰⁰	\$ 30. ⁰⁰
30.	1	EA	Silt Trap Type "C" Per Each	\$ 200. ⁰⁰	\$ 200. ⁰⁰
31.	3	EA	Clean Silt Trap Type "C" Per Each	\$ 10. ⁰⁰	\$ 30. ⁰⁰
32.	239	LF	Temporary Silt Fence Per Linear Foot	\$ 3. ⁰⁰	\$ 717. ⁰⁰
33.	239	LF	Clean Temporary Silt Fence Per Linear Foot	\$ 0. ⁰¹	\$ 2. ³⁹
34.	239	LF	Temporary Ditch Per Linear Foot	\$ 1. ⁰⁰	\$ 239. ⁰⁰
35.	1407	SY	Erosion Control Blanket Per Square Yard	\$ 1. ⁵⁰	\$ 2,110. ⁵⁰
36.	1407	SY	Seeding and Protection Per Square Yard	\$ 0. ⁶⁰	\$ 844. ²⁰
37.	0.1	TNS	Top Dressing Fertilizer Per Ton	\$ 1,500. ⁰⁰	\$ 150. ⁰⁰
38.	281	SY	Temporary Seeding and Protection Per Square Yard	\$ 0. ⁴⁰	\$ 112. ⁴⁰
39.	31	TN	Channel Lining, Class II Per Ton	\$ 35. ⁰⁰	\$ 1,085. ⁰⁰
40.	1	LS	Demobilization Lump Sum	\$ 10,000. ⁰⁰	\$ 10,000. ⁰⁰
41.	350	SY	Geotextile Fabric, Type IV Per Square Yard	\$ 2. ⁰⁰	\$ 700. ⁰⁰

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written In Words	Unit Price	Total Amount Bid
42.	848.8	CY	Roadway Excavation	\$ 8. ⁰⁰	\$ 6,790. ⁴⁰
43.	1	LS	Soil and Erosion Sediment Control	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
44.	1	LS	Final Cleanup of Site	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
45.	1	LS	Bonds	\$ 5,000. ⁰⁰	\$ 5,000. ⁰⁰

TOTAL OF ALL BID PRICES FOR THE GRIMES MILL ROAD BRIDGE REPLACEMENT OVER BOONE CREEK Project (Items 1 through 45) in words and figures. In case of discrepancy, the amount shown in words will govern.

Six hundred forty-three thousand one hundred seventy-two and 59/100
(\$ 643,172⁵⁹).

Submitted by: BUSH & BURCHETT, INC.

Firm

P.O. BOX 400

Address

ALLEN, KY 41601

City, State & Zip

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

Joe Burchett - President

Signature of Authorized Company Representative – Title

JOE A. BURCHETT, II

Representative/s Name (Typed or Printed)

(606) 874-9057

Area Code – Phone – Extension

(606) 874-8010

Fax #

JOE@BUSHANDBURCHETT.COM

E-Mail Address

OFFICIAL ADDRESS:

P.O. BOX 400

ALLEN, KY 41601

_____ (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: BUSH & BURCHETT, INC.
- 2. Permanent Place of Business: P.O. BOX 400 ALLEN, KY 41601
- 3. When Organized: 09/26/1971
- 4. Where Incorporated: KENTUCKY
- 5. Construction Plant and Equipment Available for this Project:
SEE ATTACHED LIST

(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:
SEE ATTACHED (Surety)

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

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: Bush & Burchett, Inc.
- 2. Permanent Place of Business: PO Box 400, Allen, KY 41601; 1714 Highway 1428, Prestonsburg, KY 41653-8425
- 3. When Organized: _____
- 4. Where Incorporated: _____
- 5. Construction Plant and Equipment Available for this Project:

(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:**

Travelers Casualty & Surety Company of America, One Tower Square 3PB, Hartford, CT 06183-9062 (Surety)

Signed: *Bonnie J. Wortham* Bonnie J. Wortham, Attorney-In-Fact (Representative of Surety)

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

Field Equipment List

Eqp/Asset No	Description	License	Serial Number	Make	Model	Manufacturer
		Plate No.		Model	Year	
2091	94 WDB TRUCK-TRACTOR-KW	9PA-703	2XKWDB0X0RM613876	W900-PURPLI		1994 KENWORTH
2092	01 KENWORTH T-800	9PA-704	1XKDDU9X51J880545	T-800-WHITE		2001 KENWORTH
2096	79 TRUCK TRACTOR	08 232-253	R686ST34412	MACK TRACT		1979 MACK
2097	84 MACK TRACTOR	9PA-702	2M2P169Y5EC001065	MACK RD800-		1984 MACK
2098	98 VOLVO TRACTOR	9PC-628	4VGSDBRJ7WN518565	ACL64FT-REC		1998 VOLVO
2150	69 DM609SX DUMP	08 248-877	2495	MACK DM609!		1969 MACK
2153	71 DUMP TRUCK	08 248-878	DM611SX3802	MACK DM611!		1971 MACK
2160	93 FORD LN9000, WHITE ROLLBAC	08 250-716	1FDZW90T0PVA02912	FORD LN9000		1993 FORD
2165	79 F2655 DUMP TRUCK ROLLBACK	08 248-879	CF265JHA22993	INT F2655		1979 INTERNATIONAL
2231	79 F700 FLATBED	08 180-041	F70HVHA5540	FORD F700		1980 FORD
2232	84 F700 FLATBED	08 247-796	1FDPF70H2EVA31008	FORD F700		1984 FORD
2250	83 TC7D042 FLATBED-SHOP	08 224-184	1GDM7D1E3DV531261	GMC TC7D04!		1983 GMC
2257	96 INT FLATBED 4700	08 245-877	1HTSCAAM8TH202813	INT 4700		1996 INTERNATIONAL-
2260	79 INT 1854 FLATBED	08 198-095	AA185JHA14648	INT 1854		1979 INTERNATIONAL
2263	80 INT FLATBED	08 198-094	AA182KHB16604	INT CHASSIS		1980 INTERNATIONAL
3001	79 TRUCK TRAILER-ASM BE	08 453-526	MVIN37768IND	ASM		1979 ASM
3010	71 LOWBOY TRAILER	023-105	F553359	BIRGMINGHA		1971 BIRMINGHAM
3014	87 LOWBOY TRAILER	08 005-175 NA	1RBH42203HAR20821	ROGERS CTW		1987 ROGERS
3015	71 LOWBOY TRAILER	08 023-113	15818	ROGERS TRA		1971 ROGERS
3016	79 1675 LOWBOY	023-106	JS514	BIRM 1675		1979 BIRMINGHAM
3018	88 LOWBOY TRAILER	023-107	KYT19387	HMDE 10X58		1988 HOMEMADE
3019	74 LOWBOY TRAILER	023-104	DM550	BIRM DLS S		1974 BIRMINGHAM
3020	06 LOWBOY TRAILER-WITZCO	048-460	1W8A11F366S000212	WITZ CHALL I		2006 WITZCO
3026	77 FLAT TRAILER	08 023-112	128657	DORSEY 32 F		1977 DORSEY
3027	81 FLAT TRAILER	08 023-109	1DTP16R27BA153806	DORSEY 40 F		1981 DORSEY-40`
3040	69 TRUCK TRAILER-off road	08-463-465	FWK413615	POL		1969 FRUEHAUF
3041	72 FLAT TRAILER	023-103	FWN203702	FRUE TRAIL		1972 FRUEHAUF T/A S`
3042	83 FLAT TRAILER SE	023-111	1W67JJ2D6D1000666	JOHN FLAT TI		1983 JOHN
3043	93 TRUCK TRAILER	023-102	1TTF45205P1038261	TRAN TL SE		1993 TRANS
3044	86 TRUCK TRAILER	023-110	1PTF71J9G9009494	TRAI SE		1986 TRAILMOBILE
3048	95 TRAILER-TANDEM FLATBED	491-510	1H2P04824W007309	FRUE UT 48 F		1995 FRUEHAUF
3049	10 TRAILER-TANDEM FLATBED	491-509	1DGRS1629AM087428	DOOL TRAIL		2010 DOOLITTLE
3065	80 TL40 FLAT TRAILER	023-108	TC15607	TRANS TL40		1980 TRANSCRAFT
3123	OFFICE TRAILER		105094			10X50
3124	OFFICE TRAILER		4812423			10X48
3210	POWDER MAGAZINE		2469			CLICKS WELDING
3215	POWDER MAGAZINE		2715			1987 CLICKS WELDING
3220	POWDER MAGAZINE		2219			CLICKS WELDING
3225	POWDER MAGAZINE		2714			CLICKS WELDING
3310	TOOL SHED		NONE			
3315	TOOL SHEDS		NONE			1991
3320	STORAGE BINS (2)					
3321	METAL BUILDINGS (2)		GSTU466589:ITLU683936			
3322	2 TOOL BUILDINGS					
3323	STORAGE BLDGS (2)					
3324	STORAGE CONTAINERS (2)					
3325	STORAGE CONTAINERS (2)		SC1078-YW A1115-YW			2009 A-1
4015	60T S/P CRANE		127741	BUC ERIE 60T		1966 BUCYRUS ERIE 6
4020	CRANE 4250		GS13695	AMERICAN 42		1969 AMERICAN 4250
4021	CRANE 4260		GS17375W	AMERICAN 4!		1973 AMERICAN 4260
4023	CRANE 7250		GS15430	AMERICAN 72		1971 AMERICAN 7250
4024	CRANE 7250		GS 15574	AMERICAN 72		1971 AMERICAN 7250 (
4025	CRANE 30B SUPER		138119	BE 30B SUPE!		1975 BUCYRUS ERIE 3
4026	CRANE-125T HYD		9406AC3653	AMERICAN A-		1994 AMERICAN A-100-
4030	CRANE 30B		128919	BE 30B		1967 BUCYRUS ERIE 3

Field Equipment List

Eqp/Asset No	Description	License	Serial Number	Make	Model	Manufacturer
		Plate No.		Model	Year	
4034	CRANE 665-CRAWLER		C18012	KOEHRING 66	1977 KOEHRING CRAW	
4037	CRANE 108B		9LG4067	LINKBELT 108	1971 LINKBELT 108B	
4038	CRANE 338		21GB-832G	LINKBELT 338	1982 LINKBELT 338	
4040	CRANE 118		9LV5742	LINKBELT 118	1980 LINKBELT 118	
4042	CRANE-LS 718-CRAWLER		32H2-168A	LINKBELT LS7	1983 LINKBELT LS718 (
4044	CRANE 118		9LV20372	LINKBELT 118	1982 LINKBELT	
4045	CRANE 518		4EW736	LINKBELT LS5	1978 LINKBELT LS 518	
4046	CRANE 680-S/P		36168	LORAIN 680	1984 LORAIN 680	
4048	CRANE-MANITOWAC CRAWLER		3967	MANITOWAC	1948 MANITOWAC 3900	
4049	CRANE-SUMITOMO CRAWLER		LS248-0108	SUMITOMO LS	1992 SUMITOMO	
4050	CRANE 318 CRAWLER		21GC969F	LINKBELT LS3	1976 LINKBELT LS318	
4051	CRANE-LINKBELT LS518		4EW-719	LINKBELT LS5	1978 LINKBELT	
4052	CRANE-GROVE		846000	GROVE AT-86	1988 MODEL AT-865	
4053	CRANE 325-S/P		32178	LORAIN 325	1964 LORAIN 325	
4054	CRANE 785MC-S/P		33730	LORAIN 785M	1967 LORAIN 785MC	
4055	CRANE 550		33430	LORAIN 550M	1967 LORAIN 550MC	
4056	CRANE 550A S/P		33432	LORAIN 550A	1967 LORAIN 550A	
4058	CRANE HC78B S/P		7DBH2346	LINKBELT HC	1973 LINKBELT HC78B	
4059	TRUCK CRANE-LORAIN		32478	LORAIN MC55	1968 LORAIN	
4060	CRANE P&H 8115 ATC S/P		E-38831	P & H 8115	1975 P&H 115 TON	
4110	BACKHOE		8984529	CASE 580C	1979 CASE 580C	
4115	BACKHOE		JJG0008461	CASE 580K	1988 CASE 580K	
4120	BACKHOE/LOADER MODEL		FM 3622	TEREX	2004 TEREX	
4209	TRACTOR		25X02629	CAT D5B	1983 CATERPILLAR	
4210	DOZER		76A-3111	CAT D6C	1965 CATERPILLAR D6	
4211	DOZER D6C		10K13401	CAT D6C	1976 CATERPILLAR	
4212	DOZER		10K5718	CAT D6C	1971 CATERPILLAR D6	
4214	DOZER		4X1872	CAT F6F	1977 CATERPILLAR F6I	
4216	DOZER		94N8363	CAT D7F	1974 CATERPILLAR D7	
4218	DOZER D9H		90V7966	CAT D9H	1979 CATERPILLAR	
4230	DOZER INT		4801	INT TD1	1979 INTERNATIONAL	
4235	DRESSER DOZER - INTE		62556	INT TD15C	1990 INTERNATIONAL	
4240	DOZER		279473T	JOHN DEERE	1977 JOHN DEERE 750	
4263	DOZER		13164	KOMATSU D1	1977 KOMATSU D-155-	
4264	DOZER		40137	KOMATSU D6	1982 KOMATSU D65P7	
4330	EXCAVATOR CAT 235B		7WC00557	CAT 235B	1986 CATERPILLAR 23	
4332	EXCAVATOR-MINI 303CR		DMA05225	CAT 303CR	2007 CATERPILLAR	
4333	MINI EXCAVATOR		DFED001747	CASE CX31	2004 CASE	
4334	MINI EXCAVATOR		13511298	TAKEUCHI TB	TAKEUCHI	
4335	MINI EXCAVATOR		13514832	TAKEUCHI TB	TAKEUCHI	
4340	EXCAVATOR-DAEWOO		0416	DAEWOO LS1	1998 DAEWOO	
4378	EXCAVATOR-KOBELCO SK		YSU0407	KOBELCO SK	1998 KOBELCO SK400L	
4379	EXCAVATOR SK300LC MA		YCU751	KOBELCO SK	1997 KOBELCO	
4380	EXCAVATOR MARK IV SK		YSU0271	KOBELCO MA	1997 KOBELCO	
4381	EXCAVATOR KOBELCO 22		LLU0361	KOBELCO 22C	1981 KOBELCO 220	
4383	EXCAVATOR		18799	KOMATSU PC	1983 KOMATSU PC200I	
4384	EXCAVATOR		52076	KOMATSU 22C	1986 KOMATSU 220-6	
4385	EXCAVATOR-PC300LC		A70955	KOMATSU PC	1992 KOMATSU	
4387	HYDRAULIC EXCAVATOR		A84859	KOMATSU PC	2002 KOMATSU	
4390	EXCAVATOR		C1H7-666	LINKBELT LS4	1989 LINKBELT LS4300	
4391	EXCAVATOR		C8H9-848	LINKBELT LS4	1989 LINKBELT LS4300	
4392	EXCAVATOR, 4300 CII		C8I1-1107	LINKBELT 43C	1989 LINKBELT	
4393	EXCAVATOR 4300 CII		C813-0552	LINKBELT 43C	1989 LINKBELT	
4397	EXCAVATOR-SAMSUNG SE		H0Y0025	SAMSUNG SE	1999 SAMSUNG SE280	
4398	EXCAVATOR-TEREX		DHKHEX10S60040015	TXC300 LC-2	2006 TEREX	

Field Equipment List

Eqp/Asset No	Description	License	Serial Number	Make	Model	Manufacturer
		Plate No.		Model	Year	
4421	LOADER		9116018	CASE W24		1974 CASE W24
4440	LOADER		13X1970	CAT 955L		1979 CATERPILLAR 955L
4441	LOADER		11K4935	CAT 977L		1972 CATERPILLAR 977L
4460	SKID STEER LOADER LX		40291	NEW HOLLAN		1999 NEW HOLLAND
4461	SKID STEER LOADER LS		H08077	NEW HOLLAN		2002 NEW HOLLAND
4540	ROLLER		52505	IR SP42		1980 INGERSOLL RAND
4541	TRENCH ROLLER W/REMO		322361	RAMMAX P-33		2009 RAMMAX P-33
4630	GRADER		89G1235	CAT 120		1966 CATERPILLAR 120
4920	CRANE JIB		99C			1990
4925	CRANE BOOM		AM433			1990
4960	SHEAR LABOUNTY		112603	LABOUNTY 11		1986 LABOUNTY 112R
4965	SHEER		650023	GENESIS GDF		2008 GENESIS GDP650
5015	AIR TRACK DRILL		32592	JOY		1976 JOY
5023	AIR COMPRESSOR		111727U79-986	IR 1100		1995 INGERSOLL IR1100
5024	AIR COMPRESSOR		223613	IR P175WD		1993 INGERSOLL RAND
5026	AIR COMPRESSOR		8809009	ROL-AIR 3		1989 ROL-AIR3 V5180M
5027	AIR COMPRESSOR		169692	IR P175WD		1995 INGERSOLL RAND
5028	AIR COMPRESSOR		132798	JOY 800		1978 JOY 800
5029	AIR COMPRESSOR		170705	IR P375WD		1990 INGERSOLL RAND
5030	AIR COMPRESSOR		25446 B7038	IR P185WD		1996 INGERSOLL RAND
5032	AIR COMPRESSOR-IR 18		287039UCI221	IR 185		2002 INGERSOLL RAND
5033	AIR COMPRESSOR/GENERATOR			TITAN		TITAN
5034	AIR COMPRESSOR		23063	SULLIVAN PA		2007 SULLIVAN PALATI
5035	AIR COMPRESSOR-LEROI		3293X35	LEROI 185		1996 LEROI 185 DKE/18
5036	AIR COMPRESSOR-SULLAIR		004125161	SULLAIR 185		SULLAIR
5130	BRIDGE DECK FINISHIN		72131	GOMACO C45		1972 GOMACO
5135	BRIDGE DECK FINISHIN		BR80416-2	BID WELL BR		1980 BID WELL
5140	CONCRETE FINISHING M		MC12317-08	GOMACO C45		GOMACO C-450
5145	PAVER-GOMACO		MC15220-01	GOMACO GT-		GOMACO COMMA
5183	BATCH PLANT		7788	ROSS 100		1975 ROSS
5185	BATCH PLANT		7540	ROSS 100		1971 ROSS
5300	FORKLIFT		P16501	TAYLOR Y18		1980 TAYLOR Y18
5305	FORKLIFT		Y1625-1-2850	CLARK C500F		1974 CLARK
5310	MANLIFT		R22198	CONDOR 125		1982 CONDOR 125S
5311	MANLIFT		0300023018	JLG 125S		1995 JLG 125S 60H 6-
5312	MANLIFT		0300024460	JLG 60H		1995 JLG
5313	LIFT		93117	SKYJACK SJK		2001 SKY JACK MODEL
5314	MANLIFT		30954	GROVE AMZ6		2000 GROVE-AMZ68XT
5315	MANLIFT		29200	GROVE AMZ6		1999 GROVE AMZ68XT
5316	MANLIFT		39982	GROVE MZ66		1999 GROVE MZ66C 4X
5317	MANLIFT		35891	GROVE AMZ5		1999 GROVE AMZ56XT
5318	MANLIFT		981220	SNORKEL TB		1996 SNORKEL TB80 4
5319	MANLIFT-GROVE AMZ 13		35752	GROVE AMZ1		2001 GROVE AMZ 131
5320	MANLIFT-GROVE MZ90		26943	GROVE MZ90		2001 GROVE:MZ90 4X4
5321	MANLIFT-GROVE AMZ86X		35928	GROVE AMZ8		2001 GROVE: AMZ86ST
5360	HYDRAPLATFORM		1H9US34311C196175	HP32		MODEL HP32
5521	PILE HAMMER		85-0503	DE 30MKT		1978 DE 30 MKT
5540	PILE HAMMER		MA00567	KOBE K13		1990 KOBE
5547	HAMMER NPK MODEL 4X		57471	HAMMEROCK		1999 HAMMEROCK
5549	KOBE K25 PILE HAMMER		10-2986	KOBE K25		KOBE
5550	PILE HAMMER SET		NONE	UNITED		1987 UNITED
5551	PILE HAMMER-MODEL 22		V22820 ICE	ICE 22		2005 I.C.E. VIBRO UNIT
5552	PILE HAMMER-MODEL 21		V82441 ICE	ICE 21		2005 I.C.E. VIBRO UNIT
5553	PILE HAMMER-ICE 42S		275,DCB-1#26,DCH-1	ICE 42S		2002 ICE
5554	VIBRATORY HAMMER		09U327	HERCULES SI		HERCULES

Field Equipment List

Eqp/Asset No	Description	License	Serial Number	Make	Model	Manufacturer
		Plate No.		Model	Year	
5635	CONCRETE SAW		154500	PRO35		UNK
6005	AIR RAM		991132	KENT KB999		KENT
6009	HYDRAULIC HAMMER ID		BYT00346	CAT H65DS	2008	CATERPILLAR MC
6010	HYDRAULIC HAMMER		885457	TRAMAC BRH		TRAMAC
6011	HYDRAULIC HAMMER		770	ALLIED 770		ALLIED MODEL 77
6012	HYDRAULIC HAMMER		574846	ROCKRAM 77	1999	ROCKRAM 773XE
6013	HYDRAULIC HAMMER		574837	ROCKRAM 77	1999	ROCKRAM 773XE
6014	HYDRAULIC BREAKER RH		HS33	MAGNUM	2002	MAGNUM
6015	HYDRAULIC HAMMER-ROCKRAM		829222106	ROCKRAM V8	2010	ROCKRAM
6025	BUCKET CONCRETE		UNKNOWN			UNKNOWN
6026	BUCKET CONCRETE		UNKNOWN			UNKNOWN
6027	BUCKET		UNKNOWN			UNKNOWN
6028	CONCRETE BUCKET					1 UNKNOWN
6030	CONCRETE BUCKET					
6035	CONCRETE BUCKET					
6037	SUPERCAGE					
6040	HYDRAULIC BREAKER		583845	ROCKRAM 77	2005	ROCKRAM 778EX
6041	HYDRAULIC BREAKER		583872	ROCKRAM 77	2005	ROCKRAM 778 EX
6042	HYDRAULIC BREAKER		4498764	ROCKRAM 68	2005	ROCKRAM 685
6043	HYDRAULIC BREAKER		4498735	ROCKRAM 68	2005	ROCKRAM 685
6044	HYDRAULIC BREAKER		32V-533	D&A 30VS/N3	2008	D & A
6050	TRACK PIN PRESS			WTC		WTC
6183	GENERATOR		657301176	PACE	1991	4000 WATT
6220	FUEL TANK/W PUMP		UNKNOWN		1990	UNK
6225	PUMP		657301176	3" GAS TRASH	1990	GAS TRASH 3"
6230	PUMP		UNKNOWN	GORMON RUI	1988	GORMON RUPP 3
6231	PUMP		818215	GORMON RUI	1997	GORMON RUPP
6233	PUMP-HYDRAULIC		UNKNOWN	AQUA FLOW	1997	AQUA FLOW 6"
6234	PUMP		UNKNOWN		2000	UNK
6341	PAVEMENT BREAKER-HYD		1167-0 HM303/1163	730		MODEL 730
6342	PAVEMENT BREAKER		524676	35 LNB	1987	35 LNB
6344	PAVEMENT BREAKER		SNC25031	PB85	1988	PB 85
6501	RAMMER-TAMPER			MTX-70 PLATI		MIKASA
6740	WELDER 4030G		UNKNOWN	HOBART 4030	1995	HOBART
6741	WELDER ON 1212		UNKNOWN	HOBART	1996	HOBART
6742	WELDER-LINCOLN ON 12		U1010906351	LINCOLN RAN	2001	LINCOLN RANGEI
6748	WELDER-VA 1800		LEO95130, GUN 900-041-0304	STUD WELDE	2004	STUD WELDER
6750	WELDER-LINCOLN SA-20		UNKNOWN	LINCOLN SA2	2004	LINCOLN
6751	WELDER - LINCOLN		C1960600011	LINCOLN SA2	1978	LINCOLN SA200TI
6752	WELDER-LINCOLN		11151	RANGER V10	2006	LINCOLN
6753	WELDER				2006	
6754	WELDER		KK031481	BIG 40 WELDI		MILLER
6790	MIG SET		88WA05378			
6810	CONCRETE TESTING EQ		MC-300BD	BUDGET DIG	2001	MC-300BD BUDGE
6950	ELECTRIC PLANT		2B06742	CAT 3304	1975	CATERPILLAR
6951	LIGHT PLANT		363176UUP789	IR	2006	INGERSOL RAND
6955	GENERATOR-CAT		F7322A/001	CAT	2004	CATERPILLAR/OL
6965	STEAM JENNY		UNKNOWN	HOTSY		HOTSY
6968	100 TON PRESS		MAS 1858	MAS 100 TON	1	MAS
6970	LIGHT TOWER		6040004557	4000 WATT TC		NATIONS RENT
7011	TRANSIT		H21946/H71191			
7013	TRANSIT W/TRIPOD		CL0786	GTS-3		
7016	LEVEL W/TRIPOD		82308	ZEISS NI-Z		ZEISS
7017	LEVEL W/TRIPOD		83631	ZEISS		ZEISS
7018	TRIPOD-THREAD WOOD					

Field Equipment List

Eqp/Asset No	Description	License		Serial Number	Make Model	Model Year	Manufacturer
		Plate	No.				
7019	LEVEL W/STADI				TOPCON		TOPCON
7021	TOTAL STATION				GTS-225		
7022	TRANSIT		UM1045		TOPCON GTS	2001	TOPCON TOTAL S
7023	TOTAL STATION		018816		DTM-352		
7030	SEISMOGRAPH				STD 5400		
7040	SURVEYING EQUIPMENT						
7041	TOTAL STATION		UM1730		TOPCON		TOPCON
7081	SURVEYING MODULE						

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
1201302 PIKE	PIKE COUNTY	647,518
11-1346 SMITH FK	PIKE COUNTY	630,401
11-1038 WATTS DR	LETCHER COUNTY	1,448,001
11-1006 CONCORD	JOHNSON COUNTY	3,416,393
10-1052 HAL ROGERS	PERRY COUNTY	921,087

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
13-1009	FLOYD COUNTY	\$1,018,343
12-1347	LESLIE COUNTY	\$ 883,280
12-2933	CARTER COUNTY	661,660
11-1320	PIKE COUNTY	857,989

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>
JOE A. BURCHETT, II	PRESIDENT	22
JOHN K. WARD	ENGINEER/PROJECT MANAGER	24
EVERETT BOURLAND	SUPERINTENDENT	28

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
<u>SPARTAN CONSTRUCTION</u>	<u>13-1009 FLOYD CO</u>	<u>DBE</u>	<u>0.3%</u>
<u>NWK CONSTRUCTION</u>	<u>13-1009 FLOYD CO</u>	<u>DBE</u>	<u>3.72%</u>
<u>PHILMOR CONTRACTING</u>	<u>12-1347 LESLIE CO</u>	<u>DBE</u>	<u>14.6%</u>
<u>JAG, INC.</u>	<u>12-1347 LESLIE CO</u>	<u>DBE</u>	<u>4.18%</u>
<u>PRO-MARK, INC.</u>	<u>12-1347 LESLIE CO</u>	<u>DBE</u>	<u>0.73%</u>
<u>BAR-TIE REINFORCING</u>	<u>12-1347 LESLIE CO</u>	<u>DBE</u>	<u>5.77%</u>
<u>SPARTAN CONSTRUCTION</u>	<u>11-1320 PIKE CO</u>	<u>DBE</u>	<u>0.13%</u>
<u>JONES & BOURLAND</u>	<u>11-1320 PIKE CO</u>	<u>DBE</u>	<u>4.97%</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 Yes/No</u>	<u>% of Work</u>
1. <u>Seed & Guardrail</u>	Name: <u>JAG, Inc.</u> Address: <u>Lexington, KY</u>	<u>Y</u>	<u>8.5%</u>
2. <u>staking</u>	Name: <u>Allen Engineering</u> Address: <u>Lexington KY</u>	<u>Y</u>	<u>0.5%</u>
3. <u>Install Rebar</u>	Name: <u>BAR-TIE, INC</u> Address: <u>Rising Sun, IN</u>	<u>Y</u>	<u>1.4%</u>
4. <u>Paving</u>	Name: <u>ATS Const.</u> Address: <u>Lexington KY</u>	<u>N</u>	<u>1.5%</u>
5. _____	Name: _____ Address: _____	_____	_____
6. _____	Name: _____ Address: _____	_____	_____
7. _____	Name: _____ Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)



7. LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 10-2013

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. JAG INC	Seed + Guardrail	\$54,638 ⁰⁰	8.5%
2. Allen Engineering	staking	\$3000 ⁰⁰	0.5%
3. BAR-TIE	Install Rebar	\$9112 ⁰⁰	1.4%
4.			

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

BUSH & BURCHETT, INC.
Company

Joe Burchett
Company Representative

MARCH 29, 2013
Date

PRESIDENT
Title



8. LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 10-2013

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

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

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

BUSH & BURCHETT, INC.
Company

Company Representative

MARCH 29, 2013
Date

PRESIDENT
Title



9. MBE/WBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 10-2013

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

Company Name BUSH & BURCHETT, INC.	Contact Person JOE A. BURCHETT, II
Address/Phone/Email P.O. BOX 400 ALLEN, KY 41601 606-874-9057	Bid Package / Bid Date 10-2013/MARCH 29, 2013

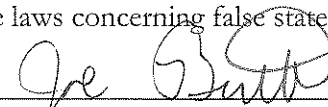
MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
JAG INC	Gina Ruth	523-7507	3-22	Guardrail + seed	email	\$54,638	F
BAR-TIE	Mary Kincaid	(812) 534-3707	3-22	Rebar	email	\$9112.00 \$28,475	F
NWK	Nickie Kendrick	(877) 733-0763	3-22	Guardrail + seed	email	\$0	F
Allen Engineering	Lilli Allen	229-7362	3-26	staking	email	\$3000 ⁰⁰	F

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

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

BUSH & BURCHETT, INC.
Company

MARCH 29, 2013
Date



Company Representative

PRESIDENT

Title



10. LFUCG MBE/WBE SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 10-2013

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title



11. LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 10-2013

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

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

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

BUSH & BURCHETT, INC.
Company

JOE A. BURCHETT, II 
Company Representative


MARCH 29, 2013
Date

PRESIDENT
Title

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

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

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



Signature

BUSH & BURCHETT, INC.

Name of Business

13. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: JOE A. BURCHETT, II

POSITION/TITLE: PRESIDENT

STATEMENT OF EXPERIENCE: BS CIVIL ENGINEERING, UK 1995

1990-1995 BUSH & BURCHETT, INC.-LABORER

1995-2006 BUSH & BURCHETT, INC.-SURVEYOR, CONST. ENGINEER, PR MGR.

2006-PRESENT BUSH & BURCHETT, INC.-PRESIDENT

NAME OF INDIVIDUAL: JOHN K. WARD, PE

POSITION/TITLE: ENGINEER/PROJECT MANAGER

STATEMENT OF EXPERIENCE: BS MINING ENGINEERING, VPI & STATE 1981

1981-1986 PEABODY COAL COMPANY-ENGINEER

1986-1988 SUPERIOR ENGINEERS-OWNER/ENGINEER

1988-PRESENT BUSH & BURCHETT-PROJECT MANAGER/ENGINEER

NAME OF INDIVIDUAL: EVERETT BOURLAND

POSITION/TITLE: SUPERINTENDENT

STATEMENT OF EXPERIENCE: _____

1960-1976 NALLY & THOMPSON-LABORER/CARPENTER/CRANE OPERATOR

1976-1984 NALLY & THOMPSON-FOREMAN

1985-PRESENT BUSH & BURCHETT-FOREMAN/SUPERINTENDENT

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

14. EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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


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

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

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

Bidders

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



Signature

BUSH & BURCHETT, INC.

Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

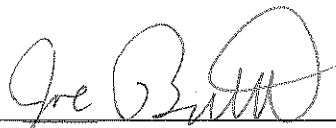
15. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of BUSH & BURCHETT, 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.



Signature

BUSH & BURCHETT, INC.

Name of Business

16. WORKFORCE ANALYSIS FORM

Name of Organization: BUSH & BURCHETT, INC. Date: 03 / 29 / 2013

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators									
Professionals	5	5						5	
Superintendents	1	1						1	
Supervisors									
Foremen	7	7						7	
Technicians	1	1						1	
Protective Service									
Para-Professionals									
Office/Clerical	2		2						2
Skilled Craft	30	28	1		1			28	2
Service/Maintenance	7	7						7	
Total:	53	49	3		1			49	4

Prepared By: *Joe Burchett*

17. EVIDENCE OF INSURABILITY

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

Names Insured: Bush & Burchett, Inc. Employee ID: _____
 Address: P.O. Box 400, Allen, KY. 41601 Phone: 606-874-9057

Project to be insured: _____

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 per occ. 2,000,000 agg.	Old Republic INS.	000733	A
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$1,000,000 per occ.	Old Republic INS.		A
SC-3, Section 2, Part 4.1 - see provisions	Comm. Umbrella WC	\$5,000,000 Statutory w/ endorsement as noted	\$5,000,000 per occ. \$1,000,000	Navigators Ins. Co. Old Republic INS.	0D1925 000733	A 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: Assured Nease Lukens Name of Authorized Representative: Duran Hall
P.O. Box 3189 Title: Senior Vice President
 Street Address: Pikeville Authorized Signature: Duran Hall
 City: KY. State: 41507 Zip: _____
606-605-0002 Date: 3-27-13
 Telephone Number: _____

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

17. EVIDENCE OF INSURABILITY

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

Names Insured: _____ Employee ID: _____

Address: _____ Phone: _____

Project to be insured: _____

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

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

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

Agency or Brokerage _____ Name of Authorized Representative _____

Street Address _____ Title _____

City _____ State _____ Zip _____ Authorized Signature _____

Telephone Number _____ Date _____

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

18. DEBARRED FIRMS

PROJECT NAME: Grimes Mill Road Bridge Replacement Over Boone Creek

BID NUMBER: 10-2013

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 BUSH & BURCHETT, 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.

BUSH & BURCHETT, INC.
Name of Firm Submitting Bid


Signature of Authorized Official

PRESIDENT
Title

MARCH 29, 2013
Date

19. DEBARMENT CERTIFICATION

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

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

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

Firm Name: BUSH & BURCHETT, INC.

Project: Grimes Mill Road Bridge Replacement Over Boone Creek

Printed Name and Title of Authorized Representative:

<u>JOE A. BURCHETT, II</u>	<u>PRESIDENT</u>
Print Name	Title

Signature: 

Date: MARCH 29, 2013

20. CERTIFICATION FOR FEDERAL-AID CONTRACT

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the Improvements Project, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.

2. If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

BUSH & BURCHETT, INC.

(Name of Individual, Co-Partnership, or Corporation submitting bid)

(Name of Officer or Authorized Agent)

(Title)

Joe Burchett
(Signature)

PRESIDENT

21. CERTIFICATION OF PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The Contractor, hereby certifies that he has, participated in previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and the he has, filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

BUSH & BURCHETT, INC.

(Name of Individual, Co-Partnership, or Corporation submitting bid)

(Name of Officer or Authorized Agent)

(Title)


(Signature)

PRESIDENT

Date: MARCH 29, 2013

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

22. CERTIFICATION OF ORGANIZATION(S)

LEXINGTON FAYETTE-URBAN COUNTY GOVERNMENT

COUNTY: FAYETTE

FED PROJECT NO: BRZ0703 (296)

I, JOE A. BURCHETT, II, PRESIDENT
(Name of officer or Authorized Agent) (Title)

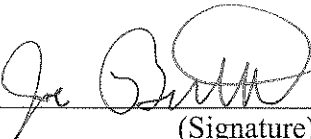
under penalty of perjury under the laws of the United States, do hereby certify that, except as noted below,

BUSH & BURCHETT, INC.
(Name of Individual, Co-Partnership, or Corporation submitting bid)

any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntarily exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions:

 PRESIDENT
(Signature) (Title)

END OF SECTION

22. REQUIRED SUBMITTALS

BID SUBMITTAL DOCUMENT CHECKLIST

The following documents are required to be completed and included in this bid submittal package. Failure to properly provide all required information will result in the bid being deemed as non-responsive.

- INCLUDED IN THIS DOCUMENT
 - Bid Submittal Document Checklist (This Page)
 - Form of Proposal: P-2
 - Legal Status of Bidder: P-4
 - Bidders Affidavit: P-5
 - Bid Schedule: P-7 (with original signature)
 - Statement of Bidder's Qualifications: P-12
 - List of Proposed Subcontractors: P-15
 - LFUCG DBE Participation Form: P-16
 - LFUCG DBE Quote Summary Form: p-18
 - If Applicable – LFUCG Statement of Good Faith Efforts: P-20
 - Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest: P-21
 - Statement of Experience: P-22
 - Equal Opportunity Agreement: P-24
 - Equal Employment Opportunity Affirmative Action Policy: P-27
 - Workforce Analysis Form: P-28
 - Evidence of Insurability: P-29
 - Debarred Firms: P-30
 - Debarment Certification: P-31
 - Certification for Federal-Aid Contract: p-32
 - Certification of Performance: P-33
 - Certification of Organization(s): P-34

- PROVIDED BY BIDDER
 - ☑ Bid Bond
 - ☑ Proof of Insurance
 - ☑ General Contractor KYTC Prequalification Documentation
 - All Subcontractor KYTC Prequalification Documentation
 - DBE Subcontractor KYTC DBE Certificate
 - DBE Subcontractor KYTC Prequalification Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2013

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).

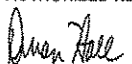
PRODUCER Neace Lukens - Pikeville/ Assured NL Insurance Agency Inc PO Box 3189 Pikeville, KY 41502	CONTACT NAME: Sherrie Newcomb	
	PHONE (A/C, No, Ext): (606) 605-0037	FAX (A/C, No): (606) 605-0043
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Old Republic Insurance Company		24147
INSURER B: Navigators Insurance Company		42307
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Bush & Burchett, Inc. P O Box 400 Allen, KY 41601	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL: SUBR: INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		A4CG94401304	3/1/2013	3/1/2014	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		A4CA94401304	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		HO13UMB204138IV	3/1/2013	3/1/2014	BODILY INJURY (Per person)	\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	A4CW94401304	3/1/2013	3/1/2014	BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
B						EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
A						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER Lexington-Fayette Urban County Government Construction Project 200 E Main Street Lexington, KY 40507	CANCELLATION 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 
--	---



Certificate of Eligibility

CERTIFICATE NO.

A 2012
00349

ISSUED BY
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

This Certifies that BUSH & BURCHETT INC
PO BOX 400
ALLEN KY 41601

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$90,272,802. This certificate which expires December 31, 2012 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

- A GRADE AND DRAIN
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- E2 BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN
- E3 BRIDGES 100 FT. CLEAR SPAN AND OVER
- I28 CONCRETE REPAIRS
- B PORTLAND CEMENT CONCRETE PAVING
- E2 BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN
- E5 BRIDGES OVER NAVIGABLE STREAMS

DATE ISSUED: April 30, 2012

BY

STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS



2307 River Road, Suite 200
Louisville, KY 40206
Phone: (502) 636-9191
Fax: (502) 636-5328

Address:

Bush & Burchett, Inc.
P.O. Box 400
Allen, KY 41601

BID BOND RESULTS

Date: Tuesday, March 26, 2013

This bond has been prepared in accordance with your instructions. Please check it to be sure it conforms to the specifications for bidding this project.

Principal:

Bush & Burchett, Inc.
P.O. Box 400
Allen, KY 41601

Obligee:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

AMOUNT \$1,500,000.00

BID DATE: 3/29/2013

DESCRIPTION OF PROJECT: Bid # 10-2013 - Grimes Road Bridge Replacement over Boone Creek

PLEASE FILL IN FIRM NAME AND BID PRICES OF THE THREE LOWEST BIDDERS:

FIRM: _____ AMOUNT \$ _____

FIRM: _____ AMOUNT \$ _____

FIRM: _____ AMOUNT \$ _____

IF YOUR BID IS NOT LISTED ABOVE - WHAT WAS YOUR BID PRICE? \$ _____

COMMENTS: _____

Prepared By: Bonnie J. Wortham

IMPORTANT NOTICE

MUNICIPAL TAX MAY APPLY TO THE PREMIUM CHARGE IF YOU ARE THE SUCCESSFUL BIDDER ON THIS PROJECT.

PLEASE REFER TO [HTTP://DOI.PPR.KY.GOV/KENTUCKY/DOCUMENTS/TAX/TAXRATEREPORT040609.PDF](http://DOI.PPR.KY.GOV/KENTUCKY/DOCUMENTS/TAX/TAXRATEREPORT040609.PDF) FOR DETAILS REGARDING WHICH CITIES/COUNTIES HAVE IMPLEMENTED THE MUNICIPAL TAX AND THE APPLICABLE RATES

PLEASE COMPLETE THE REQUESTED INFORMATION AND RETURN

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bush & Burchett, Inc.
P.O. Box 400
Allen, KY 41601

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square 3PB
Hartford, CT 06183-9062

OWNER:

(Name, legal status and address) Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

BOND AMOUNT: Five Percent of the Amount Bid

(\$ 5% of Bid)

PROJECT:

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

Bid # 10-2013 - Grimes Road Bridge Replacement over Boone Creek

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

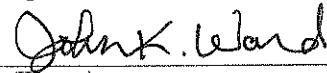
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

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

Signed and sealed this 29th day of March 2013


(Witness)

Bush & Burchett, Inc.

(Principal)

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Title)

Bonnie J. Wortham
Attorney-in-Fact

Init.

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POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224002

Certificate No. 004522975

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James T. Smith, Jason D. Cromwell, Kathy Hobbs, Myrtie F. Henry, Sandra F. Harper, Brook T. Smith, Raymond M. Hundley, Virginia E. Woolridge, James H. Martin, Margie M. Lowry, Deborah Neichter, Sheryon Quinn, Jackie C. Koestel, Bonnie J. Wortham, Amy Meredith, and Lynnette Long

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of September, 2011

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of March, 20 13

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.