

PART III

Invitation to Bid No.

Blue Sky Pumping Station and Force Main  
Contract 3—Wastewater Treatment Plant Closure

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 9-23-14

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

This Proposal Submitted by Free Contracting, Inc  
1620 Old Frankfort Pike, Lex KY 40504  
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, doing business as Free Contracting, Inc  
"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 Blue Sky Pumping Station and Force Main, Contract 3—Wastewater Treatment Plant Closure, 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 \$750.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 9-9-14  
Addendum No. 2 Date 9-11-14  
Addendum No. 3 Date 9-12-14  
Addendum No. 4 Date 9-16-14  
Addendum No. 5 Date 9-17-14  
Addendum No. 6 Date 9-18-14  
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 Free Contracting, Inc

Date 9-23-14

\* 1. A corporation duly organized and doing business under the laws of the State of Ky, for whom Rhonda Fister, 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, Rhonda Fister, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Rhonda Fister and he/she is the individual submitting the bid or is the authorized representative of Free Contracting, 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 KY  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Rhonda Fister on this the 22nd day of September, 2014.

My Commission expires: August 13, 2015

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

4. BID SCHEDULE – SCHEDULE OF VALUES

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

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

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.

SPECIAL INSTRUCTIONS TO BIDDERS

Bidders must bid all items for the bid to be responsive. The low bidder will be determined on the basis of the total of Divisions A. All work specified and/or shown on the Drawings shall be completed by the CONTRACTOR and all costs for a complete, functional project shall be included in the section listed below.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

DIVISION "A" - UNIT PRICE ITEMS

For more or less quantities than planned and/or specified. Payment for listed items shall be for actual quantities placed or ordered by the OWNER and incorporated into the work.

Item Description	Unit Price	Total Amount
1. 150,000 Gallon Package Plant Demo/ Disposal	1 L.S. \$ <u>33,000</u>	\$ <u>33,000</u>
2. Ammonia Tower Demo/Disposal	1 L.S. \$ <u>24,000</u>	\$ <u>24,000</u>
3. Chlorine Contact Basin Demo/Disposal	1 L.S. \$ <u>18,000</u>	\$ <u>18,000</u>
4. Chemical Feed Building Demo/Disposal	1 L.S. \$ <u>8,000</u>	\$ <u>8,000</u>
5. Piping and Associated Appurtenances Demo	1 L.S. \$ <u>6,000</u>	\$ <u>6,000</u>
6. Lagoon Dewatering (Estimated volume 857,000gal)	1 L.S. \$ <u>12,000</u>	\$ <u>12,000</u>
7. Sludge Removal and Hauling	2,524 C.Y. \$ <u>1.00</u>	\$ <u>2,524</u>
8. Lagoon Fill	11,400 C.Y. \$ <u>14</u>	\$ <u>159,600</u>
9. Re-vegetate (Seed, Straw, Fertilizer, Etc.)	1 L.S. \$ <u>15,000</u>	\$ <u>15,000</u>
10. Full Width Asphalt Paving (10'-0" Wide per Detail Sheet 1 of 1)	400 L.F. \$ <u>75</u>	\$ <u>30,000</u>
11. Misc. Testing and Permits	1 L.S. \$ <u>5,000</u>	\$ <u>5,000</u>
12. Mobilization/Demobilization	1 L.S. \$ <u>10,000</u>	\$ <u>10,000</u>
13. Bonds, Insurance & Supervision	1 L.S. \$ <u>38,000</u>	\$ <u>38,000</u>
Total Bid - Division "A"		\$ <u>361,124</u>

Total Bid Division "A" in Words

Three Hundred Sixty One Thousand and One Hundred Twenty Four Dollars and XX Cents (\$ No)

Submitted by:

Free Contracting, Inc  
*Firm*

1620 Old Frankfort Pike  
*Address*

Lexington, KY 40504  
*City, State & Zip*

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

 President  
*Signature of Authorized Company Representative - Title*

Rhonda Fister  
*Representative/s Name (Typed or Printed)*

859-255-2236 x22      859-259-0458  
*Area Code - Phone - Extension      Fax #*

rhonda@freecontracting.com  
*E-Mail Address*

**OFFICIAL ADDRESS:**

1620 Old Frankfort Pike  
Lexington, KY 40504

\_\_\_\_\_ (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: Free Contracting, Inc
2. Permanent Place of Business: 1620 Old Frankfort Pike, Lexington KY 40504
3. When Organized: June 1993
4. Where Incorporated: KY
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:

Ohio Farmers Insurance Company (Surety)

Signed: [Signature] (Representative of Surety)

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



<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
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>
Martin Fister	General Superintendent	20+ <del>yr</del>
Fletcher Gabbard	Project Manager	1+

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>
FCT is 100% DBE			

(USE ADDITIONAL SHEETS IF NECESSARY)

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

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	% of Work
1. <u>Sludge Pumping</u>	Name: <u>H+A</u> Address: <u>Versailles, KY</u>	<u>No</u>	<u>10</u>
2. <u>Asphalt + DGA</u>	Name: <u>C+R Asphalt</u> Address: <u>Lexington, KY</u>	<u>N</u>	<u>5</u>
3. _____	Name: _____	_____	_____
_____	Address: _____	_____	_____
4. _____	Name: _____	_____	_____
_____	Address: _____	_____	_____
5. _____	Name: _____	_____	_____
_____	Address: _____	_____	_____
6. _____	Name: _____	_____	_____
_____	Address: _____	_____	_____
7. _____	Name: _____	_____	_____
_____	Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)

7. EPA DBE SUBCONTRACTOR PARTICIPATION FORMS



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

FCI is 100% DBE

Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> 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.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)



*FCT is 100% DBE*

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA		Meets/ exceeds EPA certification standards?
<input type="checkbox"/> Other: _____		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> 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.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that 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).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. 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 through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

*FCTI is 100% DBE*

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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> 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.



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

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that 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).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. 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 through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

8. **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 . Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: See attached

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

10. EQUAL OPPORTUNITY AGREEMENT

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:

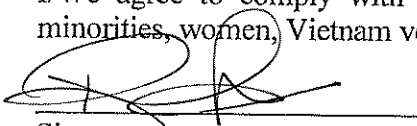
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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

Free Contracting, Inc.

Name of Business

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

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

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

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

The Act further provides:

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

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting*

*agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 – 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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


11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Free Contracting, 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:   
(Bidding Contractor)  
Title: President  
Date: 9-22-14



12. WORKFORCE ANALYSIS FORM

Name of Organization: Free Contracting Inc Date: 9/22/14

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

Prepared By: Amy Febrio

### Workforce Analysis Form

Free Contracting Inc.	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Categories	Total	M	F	M	F	M	F	M	F
Administrators									
Professionals	2	1	1					1	1
Superintendents	2	2						2	
Supervisors									
Foreman									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	2	1	1					1	1
Skilled Craft	7	7						7	
Service/Maintenance	2	2						2	
Total	15	13	2	0	0	0	0	13	2

**13. EVIDENCE OF INSURABILITY**

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

Names Insured: Free Contracting, Inc.

Employee ID: 61-1245075

Address: 1620 Old Frankfort Pike, Lexington, KY 40504-1014

Phone: (859) 255-2236

Project to be insured: Blue Sky Pumping Station and Force Main, Contract 3-Wastewater Treatment Plant Closure

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	CGI	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 per occ. & \$2,000,000 Aggregate	Cincinnati Insurance	A+	XV
SC-3, Section 2, Part 4.1 -- see provisions	AUTO	\$2,000,000/per occ.	\$1,000,000 CSL	Cincinnati Insurance	A+	XV
SC-3, Section 2, Part 4.1 -- see provisions	WC	Statutory w/endorsement as noted	\$ Statutory	KY Associated General Contractors	Self-Insured Fund	

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

PW/M a division of J. Smith Lanier & Co.

Kevin Kelly

Agency or Brokerage

Name of Authorized Representative

360 E. Vine St.

Vice-President

Street Address

Lexington

KY

40507

City

State

Zip

(859) 254-8023

Telephone Number

09/23/2014

Date

Title  
*Kevin Kelly*  
Authorized Signature

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

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

14. DEBARRED FIRMS

PROJECT NAME: Blue Sky Pumping Station + Force Main Contract 3  
BID NUMBER: 142-2014 Wastewater Treatment Plant Closure


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 Free Contracting, 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.

Free Contracting, Inc.  
Name of Firm Submitting Bid

  
Signature of Authorized Official

President  
Title

9-22-14  
Date

**15. DEBARMENT CERTIFICATION**

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

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

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

Firm Name: Free Contracting, Inc

Project: Blue Sky Pumping Station - Force Main Contract 3 Wastewater Treatment Plant Closure

Printed Name and Title of Authorized Representative: Rhonda Fister  
President

Signature: 

Date: 9-22-14

END OF SECTION

## FCI Equipment

CODE	VIN #	DESCRIPTION
AC-02	004-127817	Sullair Air Compressor
BD-01	4H00992	Cat D3C Dozer XL
BD-02	7JG00082	Cat D3C Dozer
BD-03	61313	Fiat FD175 Dozer
BD-05	AGG02181	Cat D5N Dozer
BH-02	T0310CA764748	John Deere 310C Backhoe
BH-03	789459	John Deere 310D Backhoe
BH-04	T0310DG818254	John Deere 310D Backhoe
C-01	72222	Grove RT418 Rough Terrain Crane
DT-02	1HTSDTVN6LH258955	1990 International Dumptruck
DT-03	1FDYL90A6MVA12925	1991 Ford Dumptruck
DT-05	4V5K99GFX6N414850	2006 Volvo Triaxle Dumptruck
DT-06	CF257HHA27080	1978 International Dumptruck
FT-01	1201010	2002 New Holland Farm Tractor
MG-01	87V7558	Cat 120G Grader
PIT-01	06-06536	Deawoo Lift Truck
PIT-03	2774	Skytrack
PT-12	1FTSX31F6YEA16033	2000 Ford F-350
PT-13	1FTNX21F5YEC98639	2000 Ford F-250
PT-15	1B4HS28N1YF306350	2000 Dodge Durango SLT
PT-16	1FDAF22EB06530	2002 Ford F-550
PT-19	1GCHK292X5E228725	2005 Chevy Silverado
PT-20	1FTSX21PX6EC08958	2006 Ford F-250
PT-21	1FTPW14528FA65062	2008 Ford F-150
PT-23	WMWSY3C50CT144741	2012 Mini Cooper
PT-24	5TFDW5F19DX30920	2013 Toyota Tundra
PT-25	1GC2KVC4DZ366151	2013 Silverado
RLR-01	2691517	Dynapac Smooth Roller
RLR-02	7BD202	Cat 553 Sheeps Foot Roller
RLR-03	85610	Bomag Roller
RLR-04	5141183	Wacker RT820 Remote Roller
RTL-01	06ZS00463	Cat 906 Rubber Tire Loader
SSL-01	509644939	Bobcat Skid Steer Loader
SSL-02	0CNC01311	Cat Skid Steer Loader
SSL-03	225001180	Takeuchi TL 250 Skid Steer
TH-01	6JF01167	Cat E120B Trackhoe
TH-02	LE215-3942	Linkbelt 4300Q Trackhoe
TH-03	A86002	Komatsu PC300 Trackhoe
TH-04	40815	Komatsu PC228USLC-3EO Trackhoe
TH-05	6Y5127	Ditch Witch Mini Excavator
TH-06	PC78 MR-6	Komatsu PC-78 MR-6 Trackhoe
TR-03	1T9FD2329KJ186104	1989 Flatbed Trailer
TT-01	1FDYA90X9JVA04792	Ford LTL 9000

# US PROJECTS

OWNER CONTACT	OWNER ADDRESS	OWNER CONTACT PHONE	ENGINEERING FIRM	ENGINEER
Steve Leitz	Morehead State University, Morehead, KY 40352	(606) 873-5272	Carmen & Associates	Chris Howard
Duke Dryden	150 N Main St., Winchester, KY 40391	(859) 744-5434	Palmer Engineering	Stephanie Blain
Steve Leitz	Morehead State University, Morehead, KY 40351	(606) 873-5271	Carmen & Associates	Chris Howard
Marvin Sutt	25 Meadow Lane, Flemingsburg, KY 41041	(606) 845-6291	Schnabel Engineering	Anthony Grubbs
Gary Royalty	PO Box 67, Cynthiana, KY 41031	(859) 234-7150	N/A	N/A
Bill Wallace	701 East Main St, Lexington, KY 40502	(859) 381-4100	Tate, Hill & Jacobs Architect	Susan Hill
Harry Johnson	PO Box 67, Cynthiana, KY 41031	(859) 234-7159	HDR	Rob Williams
Dwight Bishop	PO Box 455, McKee, KY 40448	(606)287-8306	N/A	N/A
Dwight Bishop	PO Box 455, McKee, KY 40447	(606)287-8305	N/A	N/A

DATE	COMPLETION DATE	CONTRACT AMOUNT	CHANGE ORDERS	FINAL CONTRACT PRICE
2012	10/1/13	\$480,900.00	\$57,548.49	\$538,448.49
012	5/1/2013	\$538,230.00	(\$995.49)	\$537,234.51
212	11/30/2012	\$562,164.00	\$44,846.07	\$607,010.07
/10	12/31/2011	\$4,062,665.80	\$239,708.76	\$4,302,374.56
/10	9/27/2010	\$17,952.20	\$26,562.03	\$44,514.23
/10	7/24/2010	\$179,500.00	\$495.00	\$179,995.00
/10	6/30/2011	\$621,481.00	\$33,296.50	\$654,777.50
N/A	12/31/2009	\$2,643,731.00	\$785,115.98	\$3,428,846.98
N/A	3/3/2008	\$18,384.00	\$0.00	\$18,384.00

# nt Projects

OWNER	OWNER CONTACT	OWNER ADDRESS	OWNER CONTACT PHONE	ENGINEERING FIRM
LFUCG	Rick Day	125 Lisle Industrial Ave., Lexington, KY 40511	(859) 425-2407	Palmer Engineering
LFUCG	Mark Fischer	125 Lisle Industrial Ave., Lexington, KY 40511	(859) 258-3415	Integrated Engineering, PLLC
LFUCG	Doug Baldwin	125 Lisle Industrial Ave., Lexington, KY 40511	(859) 258-3474	CMW, Inc.

NEERS PHONE #	BID DATE	COMPLETION DATE	CONTRACT AMOUNT
859) 389-9293	6/20/2013	Apr-14	\$689,507.50
859) 368-0145	12/18/2013	12/31/2014	\$2,346,342.10
859) 254-6623	6/10/2014	12/10/2014	\$1,044,417.97



**Rhonda W. Fister, PE**  
**President**

Years of Experience: 28

Years with Firm: 20

**Education**

B.S., Civil Engineering, University of Kentucky; 1985

B.S., Physics, Eastern Kentucky University; 1984

**Registration**

Professional Engineer, KY

**Experience**

Ms. Fister has 28 years of engineering, surveying and construction experience. She has served as project manager, project engineer, and construction project superintendent for a broad range of heavy construction related projects. Ms. Fister has been a senior officer of a construction company for approximately 20 years, President of Free Contracting since its incorporation in 1993. She has been involved in project management for projects involving various local municipalities, governments, engineering firms and the EPA. Projects encompass grade, drain and surfacing, storm sewer construction, sanitary sewer construction and rehab, dam construction and repairs, engineering and design, surveys, construction stakeout and storm sewer design.

**Construction**

As project engineer or prime contractor, Ms. Fister was involved in the construction of the following projects:

- Nicholasville By-Pass, box culverts, 2 railroad bridges, 5 miles grade, drain and surfacing, new construction, KDOT; Nicholasville, Kentucky
- South Broadway Underpass, railroad bridge, grade, drain and surfacing, storm and sanitary sewer relocation, anchor tie back concrete retaining wall, KDOT; Lexington, KY
- Russell Cave Road Reconstruction, 3 miles grade, drain and surfacing, KDOT; Lexington, KY
- West Hickman Bridge, bridge construction, Man-O-War Boulevard, KDOT; Lexington, KY
- Man-O-War Boulevard Widening, 4 miles grade, drain and surfacing, KDOT; Lexington, KY
- Sungold Ditch Drainage Improvements, MSD; Louisville, Kentucky
- Lexington Community College Drainage Improvement, UK; Lexington, Kentucky
- Watsonville Road Sanitary Collectors, MSD; Louisville, Kentucky
- Irvine Pump Stations, City of Irvine; Irvine, Kentucky
- KY 177 Landslide Correction, KDOT; Morning View, Kentucky
- Blue Lick State Park, retaining wall, grade, drain and surface, KDOT; Robertson Co., KY
- Linkbelt, grade and drain; Lexington, Kentucky
- St. Luke Methodist Church; Lexington, Kentucky
- Suburban Mobile Home Park Expansion; Lexington, Kentucky
- Grant Co., Grade and Drain, KDOT; Dry Ridge, Kentucky
- Crestview Sanitary Sewer; Nicholasville, Kentucky
- Scott Co., Grade and Drain, KDOT; Georgetown, Kentucky
- West Hickman Trunk Sewer, Sanitary Sewer Rehabilitation, LFUCG; Lexington, KY
- Boston Rd./Halifax Drive, Sanitary Sewer, LFUCG; Lexington, KY
- Scott Co., Water Line; Georgetown, KY
- Bluegrass Mental Health, Sanitary Sewer; Lexington, KY
- Coldstream Park, Jogging Path, Lexington, KY.
- Dorseyville, Waterline, Carlisle, KY.
- Miller St. Redevelopment, Grade, Drain, Surface, Millersburg, KY.

- Limestone/Short Street Redevelopment, Lexington, KY.
- Water Service for Indoor Recreation Center, Georgetown, KY.
- 2000 Sanitary Sewer Manhole Rehab, Georgetown, KY
- Cherry Blossom Pump Station, Georgetown, KY
- North Elkhorn Watershed Sanitary Trunk Sewer, Lexington, KY
- Laco Drive Roadway Improvements, Lexington, KY
- Quality Dr./McClellan Circle Entrance Improvements and Signalization, Georgetown, KY
- Nelson, Co., KDOT, Grade and Drain, New Haven, KY
- Logston Lane Roadway Improvements, Berea, KY
- Winburn Estates Sewer Addition, Lexington, KY
- Boyd Co., US 60, Grade, Drain and Asphalt Surface, Ashland, KY
- Mammoth Cave National Park, Strom Filters, Mammoth Cave, KY
- Bourbon/Montgomery Co., Scour Mitigation, Jeffersonville, KY
- Frankfort Wastewater Treatment Plant Improvements, Frankfort, KY 40601
- Emergency Guide Walls Repairs Lock & Dam #6 – Kentucky River; Woodford County, KY
- Emergency Abutment Repairs Kentucky River Lock & Dam #3; Owen County, KY
- Morehead - Olive Hill Road (US 60) Replace Bridge and Approaches at Fleming Fork - Grade, Drain, and surfacing, KDOT; Carter County, KY
- Water Treatment Plant Improvements Lagoon Expansion and Effluent Relocation; Augusta, KY
- Pump Station Improvements Southwestern Bracken County Water Project; Bracken County, KY
- Emergency Guide Wall Repair on KY river at Lock #6                      Woodford, KY
- Lock and Dam #3    Owen, KY
- Evans Mill Drainage Improvements    Lexington, KY
- Stoney Point Road Bridge Replacement                                      North Middletown, KY
- Huguelet Drive Extension at UK    Lexington, KY
- Lower Glendover West Drainage Improvements                              Lexington, KY
- KY Horse Park Utility Relocation    Lexington, KY
- Lake Dredging at Natural Bridge State Park                                  Powell Co, KY
- Woodford Co. Rockfall Correction, KDOT                                      Versailles, KY
- Pigeon Roost Creek Watershed FRS #3    McKee, KY
- Fox Creek MPS #4    Flemingsburg, KY
- Mammoth Cave Filter Replacement    Mammoth Cave, KY
- Culvert Extension, MSU    Morehead, KY
- Bel-Air Sanitary Sewer    Winchester, KY
- Soccer Field & Access Rd., MSU    Morehead, KY

**Design**

As project engineer or project manager, Ms. Fister was involved with preliminary and final design and construction plans, final right of way, field surveys, cost estimates, specifications, and/or reports for the following projects:

- 14 miles of AA Highway, Kentucky
- Various I-75 Slope Stabilizations, Kentucky
- Various I-71 Slope Stabilizations, Kentucky
- Bridge Replacement, Berry, Kentucky
- Bridge Replacement, 1132 Eagle Creek, Grant Co., Kentucky

**Materials**

As project engineer, Ms. Fister was involved with the inspection, testing and approval of all materials and their suppliers used in KDOT projects.

- Bituminous materials, plant inspection, mix design, laboratory and field testing of asphalt mixtures
- Concrete materials testing and approval
- Cement materials testing and approval
- Aggregate materials testing and approval
- Soils testing

**Martin D. Fister, PE, PLS**  
**General Superintendent**  
Years of Experience: 39  
Years with Firm: 19

Education

B.S., Civil Engineering, University of Kentucky, 1977

Registration

Professional Engineer, KY  
Professional Land Surveyor, KY

Experience

Mr. Fister has 39 years of engineering, surveying and construction experience throughout the southeastern United States. He has served as project manager, project engineer, project surveyor, and construction project superintendent for a broad range of projects. His responsibilities have also included preliminary engineering design; evaluation of design alternatives; construction cost estimates; engineering surveys; final engineering design; planning; construction stakeout; site development; Projects have ranged upwards of \$5,000,000.

As prime contractor or project superintendent, Mr. Fister was deeply involved in the construction phase of the following projects:

- Man-O-War Gabion Drainage Improvements Lexington, KY
- 1990 Sanitary Sewer Rehabilitation Lexington, KY
- Phillips Lighting Storm Sewer Rehabilitation Danville, KY
- Thoroughbred Park Storm Sewers Lexington, KY
- Masterson Station Park Equipment Installation Lexington, KY
- Southland Drive Sanitary Sewers Lexington, KY
- Versailles Road Sanitary Sewers Lexington, KY
- Parkers Mill Road Grade and Drain Lexington, KY
- 1991 Sanitary Sewer Rehabilitation Lexington, KY
- Higbee Mill Sewage Treatment Plant Lexington, KY
- 1992 Sanitary Sewer Rehabilitation Lexington, KY
- Group 'B' Storm Sewers Construction Lexington, KY
- Coldstream Farm Pump Station Rehabilitation Lexington, KY
- Roll Call Center Pump Station, Force Main, Lexington, KY
- Henry Clay Boulevard Storm Sewers Lexington, KY
- Clays Mill Pump Station Lexington, KY
- 1993 Sanitary Sewer Rehabilitation Lexington, KY
- 1993 Lexington Manhole Rehabilitation Lexington, KY
- Stadium Bleacher Replacement Richmond, KY
- Alumni Drive Storm Drainage Lexington, KY
- Gainsborough Farm Phase III Waterlines Versailles, KY
- Sungold Ditch Drainage Improvements Louisville, KY
- Kentucky 144 Interceptor Sanitary Sewer Relocation Lawrenceburg, KY
- Lexington Community College Drainage Improvements Lexington, KY
- Watsonville Road Sanitary Collectors Louisville, KY
- HWEA Waterline Extension Hopkinsville, KY
- Irvine Kentucky Pump Stations Irvine, KY
- Kenton County, Grade and Drain, KDOT Morning View, KY

- Blue Lick State Park Parking Lot Construction, KDOT Carlisle, KY
- Linkbelt Factory Expansion Lexington, KY
- Suburban Mobile Home Park Expansion; Lexington, KY
- Grant County, Grade and Drain, KDOT Dry Ridge, KY
- Crestview Sanitary Sewer Construction Nicholasville, KY
- US 25 in Scott Co.; road reconstruction Georgetown, KY
- KY Turf Irrigation Lake Construction Lexington, KY
- West Hickman Sanitary Trunk Sewer, LFUCG Lexington, KY
- Boston Road/Halifax Drive Sanitary Sewers, LFUCG Lexington, KY
- Scott County Water Line Georgetown, KY
- Bluegrass Mental Health; Sanitary, asphalt, curb Lexington, KY
- Coldstream Park Jogging Path Lexington, KY
- Indoor Recreation Center, water 16" DIP Georgetown, KY
- Cherry Blossom Pump Station Georgetown, KY
- Dorseyville; waterline, asphalt, curb Carlisle, KY
- Limestone/Short Street Renovations; Lexington, KY
- 2000 San. Sewer Rehab Georgetown, KY
- North Elkhorn Watershed San. Sewer Lexington, KY
- Laco Dr. Roadway Improvements Lexington, KY
- Quality Dr./McClellan Circle Entrance and Signals Georgetown, KY
- Nelson Co., KDOT; sanitary, storm, asphalt, curbs, walls New Haven, KY
- Logston Lane Roadway Improvements; Sanitary, storm, asphalt, curb Berea, KY
- Winburn Estates Sewer Addition; Lexington, KY
- Boyd Co., KDOT; sanitary, storm, asphalt, curbs, walls Ashland, KY
- Mammoth Cave National Park, Stormfilters Mammoth Cave, KY
- Bourbon/Montgomery Co, Scour Mitigation Jeffersonville, KY
- Frankfort Wastewater Treatment Plant Improvements Frankfort, KY
- Emergency Guide Wall Repairs Lock & Dam #6 Versailles, KY  
Kentucky River, Woodford County
- Emergency Abutment Repairs Kentucky River Monterey, KY  
Lock & Dam #3, Owen County
- Morehead - Olive Hill Road (US 60) Replace Bridge Morehead, KY  
And Approaches at Fleming Fork, KDOT; Carter County
- Water Treatment Plant Improvements Lagoon Expansion Augusta, KY  
And Effluent Relocation
- Pump Station Improvements Southwestern Bracken Brooksville, KY  
County Water Project
- Morehead-Olive Hill Rd at Fleming Fork Creek Carter, KY
- Emergency Guide Wall Repair on KY river at Lock #6 Woodford, KY
- The Downs Subdivision Boone, KY
- Evans Mill Drainage Improvements Lexington, KY
- Stoney Point Road Bridge Replacement North Middletown, KY
- Huguelet Drive Extension at UK Lexington, KY
- Lower Glendover West Drainage Improvements Lexington, KY
- KY Horse Park Utility Relocation Lexington, KY
- Lake Dredging at Natural Bridge State Park Powell Co, KY
- Temporary Emergency Entrance at UK Lexington, KY
- Woodford Co. Rockfall Correction Versailles, KY
- Pigeon Roost Creek Watershed FRS #3;earthfill dam McKee, KY
- Old Frankfort Pike Roundabout Lexington, KY
- Main Licking River Raw Water Intake Improvements Cynthiana, KY
- Locust Trace Agri-Science Farm Lexington, KY

- Perimeter Fencing Capital City Airport Frankfort, KY
- Fox Creek MPS #4 Flemingsburg, KY
- Mammoth Cave Filter Replacement Mammoth Cave, KY
- Culvert Extension, MSU Morehead, KY
- Bel-Air Sanitary Sewer Winchester, KY
- Soccer Field & Access Rd., MSU Morehead, KY

### Work Related Education

Work Zone Flagger  
 KY Erosion Prevention and Sediment Control Program  
   Inspector and Testing Course  
 OSHA 30 hour General Industry Course  
 Fire Extinguisher Education  
 Jobsite Accident Prevention  
 Proper Lifting Techniques  
 Proper Selection, Use and Maintenance of PPE  
 Competent Person Training  
 Construction Quality Management for Contractors with the  
   U.S. Army Corps of Engineers  
 CPR  
 First Aid  
 Bloodborne Pathogens

**Amy L. Frebis**  
**Business Manager**  
Years of Experience: 23  
Years with Firm: 16

Education

B.A., Middle School Education, Morehead State University, 1995  
A.S., Maysville Community College, 1991

Experience

Ms. Frebis has 22 years of experience in business and management positions. She has been Business Manager for Free Contracting Inc. for the past 15 years. Her experience is varied and involves business, financial and project management. She is experienced in acquisition of applicable permits, coordination with governing agencies, material suppliers, subcontractors and engineering firms. Her role is key from project startup to completion.

Project Experience

- Lexington Community College Drainage Improvement, UK; Lexington, Kentucky
- Watonsville Road Sanitary Collectors, MSD; Louisville, Kentucky
- Irvine Pump Stations, City of Irvine; Irvine, Kentucky
- KY 177 Landslide Correction, KDOT; Morning View, Kentucky
- Blue Lick State Park, retaining wall, grade, drain and surface, KDOT; Robertson Co., KY
- Linkbelt, grade and drain; Lexington, Kentucky
- St. Luke Methodist Church; Lexington, Kentucky
- Suburban Mobile Home Park Expansion; Lexington, Kentucky
- Grant Co., Grade and Drain, KDOT; Dry Ridge, Kentucky
- Crestview Sanitary Sewer; Nicholasville, Kentucky
- Scott Co., Grade and Drain, KDOT; Georgetown, Kentucky
- West Hickman Trunk Sewer, Sanitary Sewer Rehabilitation, LFUCG; Lexington, KY
- Boston Rd./Halifax Drive, Sanitary Sewer, LFUCG; Lexington, KY
- Scott Co., Water Line; Georgetown, KY
- Bluegrass Mental Health, Sanitary Sewer; Lexington, KY
- Coldstream Park, Jogging Path, Lexington, KY.
- Dorseyville, Waterline, Carlisle, KY.
- Miller St. Redevelopment, Grade, Drain, Surface, Millersburg, KY.
- Limestone/Short Street Redevelopment, Lexington, KY.
- Water Service for Indoor Recreation Center, Georgetown, KY.
- 2000 Sanitary Sewer Manhole Rehab, Georgetown, KY
- Cherry Blossom Pump Station, Georgetown, KY
- North Elkhorn Watershed Sanitary Trunk Sewer, Lexington, KY
- Laco Drive Roadway Improvements, Lexington, KY
- Quality Dr./McClellan Circle Entrance Improvements and Signalization, Georgetown, KY
- Nelson, Co., KDOT, Grade and Drain, New Haven, KY
- Logston Lane Roadway Improvements, Berea, KY
- Winburn Estates Sewer Addition, Lexington, KY
- Boyd Co., US 60, Grade, Drain and Asphalt Surface, Ashland, KY
- Mammoth Cave National Park, Strom Filters, Mammoth Cave, KY
- Bourbon/Montgomery Co., Scour Mitigation, Jeffersonville, KY
- Frankfort Wastewater Treatment Plant Improvements, Frankfort, KY 40601
- Emergency Guide Walls Repairs Lock & Dam #6 – Kentucky River; Woodford County, KY
- Emergency Abutment Repairs Kentucky River Lock & Dam #3; Owen County, KY

- Morehead - Olive Hill Road (US 60) Replace Bridge and Approaches at Fleming Fork - Grade, Drain, and surfacing, KDOT; Carter County, KY
- Water Treatment Plant Improvements Lagoon Expansion and Effluent Relocation; Augusta, KY
- Pump Station Improvements Southwestern Bracken County Water Project; Bracken County, KY
- Emergency Guide Wall Repair on KY river at Lock #6; Woodford, KY
- Lock and Dam #3; Owen, KY
- Evans Mill Drainage Improvements; Lexington, KY
- Stoney Point Road Bridge Replacement; North Middletown, KY
- Huguelet Drive Extension at UK; Lexington, KY
- Lower Glendover West Drainage Improvements; Lexington, KY
- KY Horse Park Utility Relocation; Lexington, KY
- Lake Dredging at Natural Bridge State Park; Powell Co, KY
- Woodford Co. Rockfall Correction, KDOT; Versailles, KY
- Pigeon Roost Creek Watershed FRS #3; McKee, KY
- Old Frankfort Pike Roundabout; Lexington, KY
- Main Licking River Raw Water Intake Improvements; Cynthiana, KY
- Locust Trace Agri-Science Farm; Lexington, KY
- Perimeter Fencing Capital City Airport; Frankfort, KY
- Fox Creek MPS #4; Flemingsburg, KY
- Mammoth Cave Filter Replacement, Mammoth Cave, KY
- Culvert Extension, MSU, Morehead, KY
- Bel-Air Sanitary Sewer, Winchester, KY
- Soccer Field & Access Rd., MSU, Morehead, KY



# FLETCHER W. GABBARD

521 Reed Lane  
Lexington, KY 40503

Cell: 859-621-9833  
Email: [fletcher@freecontracting.com](mailto:fletcher@freecontracting.com)

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## CONTRACTING PROFESSIONAL

### GENERAL CONTRACTING | CONSTRUCTION MANAGEMENT | PROJECT PERFORMANCE

*Experienced project manager brings 20+ years of expertise to the table in pursuit of a Senior-level Contracting position. My ability to develop and implement feasible timelines and budgets, along with my ability to effectively lead cross-functional teams, has led to my career progression. Proven track record of success in budgeting, coordinating, and directing all planning and building phases of construction projects. I am a strong communicator with effective interpersonal skills, building good rapport with individuals in work process, and providing a sense of commitment and contribution to the overall success of team objectives. Highly motivated self-starter with a tireless drive and energy; leads by example with a sound professional attitude, strong work ethic, and pride in personal performance. I am looking to utilize my background in construction management to take that next step in my career with a respected organization that rewards leadership, performance, and results.*

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### AREAS OF EXPERTISE

- Employee Relations
- Recruitment & Selection
- Organizational Management
- Scheduling & Time Management
- Project Management
- Training & Development
- Bid Negotiation
- Contract Negotiation
- Budget Management
- Quality Control
- Logistics Management
- Specification Knowledge

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### PROFESSIONAL EXPERIENCE

#### FREE CONTRACTING, INC., LEXINGTON, KY PROJECT MANAGER

2012 - PRESENT

- Provide management oversight for all phases of construction projects, including coordinating workers, materials and equipment, and ensuring specifications are being followed and work is proceeding on schedule and within budget.
- Review blueprints, schematics, project and building plans to divide construction activities into logical steps, budgeting time to meet established guidelines.
- Work closely with vendors and suppliers, overseeing supply ordering under strict budgetary constraints while controlling inventory through shortage and loss prevention initiatives.
- Analyze and administer construction contracts, obtaining all necessary permits and licenses adhering to proper codes and standards.

#### MOORE-GABBARD-BRIDGES GENERAL CONTRACTING, INC., LEXINGTON, KY OWNER

2005 - 2012

- Purchased Ira Tupts Contracting, Inc. and changed name to Moore-Gabbard-Bridges; 49% stock holder.
- Provide management oversight for all phases of construction projects, including coordinating workers, materials and equipment, and ensuring specifications are being followed and work is proceeding on schedule and within budget.
- Review blueprints, schematics, project and building plans to divide construction activities into logical steps, budgeting time to meet established guidelines.
- Monitor all building systems, including fire-protection, electrical, plumbing, air conditioning and heating specifications, and modifying accordingly given project parameters.
- Hire, fire, train, supervise, and monitor a staff and subcontractors, overseeing numerous, simultaneous projects and personnel for residential and commercial projects.
- Work closely with vendors and suppliers, overseeing supply ordering under strict budgetary constraints while controlling inventory through shortage and loss prevention initiatives.
- Analyze and administer construction contracts, obtaining all necessary permits and licenses adhering to proper codes and standards.
- Implement safety processes and procedures, ensuring subcontractors have necessary safety equipment while monitoring working conditions to provide a safe environment for workers.

**IRA TUPTS CONTRACTING, INC., LEXINGTON, KY**  
**SUPERINTENDENT/PROJECT MANAGER**

1995 - 2005

- Reviewed, negotiated and awarded bids, ensuring cost contingencies and all budget line items remained in positive standings by verifying subcontractor material, labor, and OH&P cost.
- Liaised with architects, engineers, and building consultants to ensure all issues were addressed and in compliance with set standards and specifications.
- Analyzed plans, prepared specifications, and estimated project costs.
- Ensured specifications were being followed and work was proceeding on schedule and within budget.
- Created, designed, and implemented programs from initial presentation to inception to final project stages, adjusting to any midstream adjustments or alterations indicated by clients.
- Worked hand-in-hand with vendors and suppliers, ensuring strict cost control of supplies.
- Monitored working conditions to ensure safety processes and procedures were being followed.
- Managed site superintendents daily to discuss project costs, schedule, and delivery concerns, administering site meetings covering multiple projects.

**FLETCHER W. GABBARD - PAGE 2**

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**PROFESSIONAL EXPERIENCE - CONTINUED**

**FLETCHER CONSTRUCTION CO. INC., LEXINGTON, KY**  
**OWNER**

1993 - 1995

- Responsible for the overall operations management of company.
- Prepared bids, negotiations, and signed contracts with clients.
- Developed and oversaw workforce planning initiatives, while maintaining the master schedule to ensure labor was allocated for projects and budgets were prepared accordingly.
- Managed new and existing projects from implementation to completion, meeting with key internal and external decision makers and clients on feasibility of project timelines and parameters.
- Acquired a portfolio of several successful projects through business development efforts and creating long-term relationships.
- Responsible for all controllership activities such as accounts payable, receivables, and payroll.

**MCGEE CONSTRUCTION, LEXINGTON, KENTUCKY**  
1991 - 1993  
**SUPERINTENDENT**

**WILLIAM FINNIE AND ASSOCIATES, LEXINGTON, KENTUCKY**  
1985 - 1991  
**INSTRUMENT OPERATOR**

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that we **Free Contracting, Inc.**, 1620 Old Frankfort Pike, Lexington KY 40504

as Principal, hereinafter called the Principal, and **Ohio Farmers Insurance Company**

a corporation duly organized under the laws of the State of **Ohio**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Lexington Fayette Urban County Government, Lexington, Fayette County, Kentucky**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**

Dollars (**\$ 5% of Bid**),

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 **Blue Sky Pumping Station & Force Main Contract 3 – Wastewater Treatment Plant Closure**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal 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 with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty 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.

Signed and sealed this **23<sup>rd</sup>** day of **September** **2014**

Amy Frebis  
(Witness)

**Free Contracting, Inc.**  
{ [Signature] (Principal) (Seal)  
President  
(Title)

Paula J. Hardin  
(Witness)

**Ohio Farmers Insurance Company**  
{ [Signature] (Surety) (Seal)  
Sandy Q. Black, Attorney-In-Fact  
(Title)

General  
Power  
of Attorney

POWER NO. 1673552 00

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by those presents make, constitute and appoint SANDY Q. BLACK, CHRIS P. BARNETT, TERESA L. JOHNS, MACKENZIE A. HUSTON, JOINTLY OR SEVERALLY

of LEXINGTON and State of KY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 06th day of NOVEMBER A.D., 2012.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss:

On this 06th day of NOVEMBER A.D., 2012, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



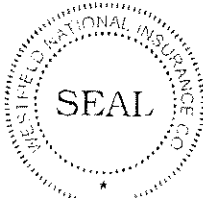
*William J. Kahelin*

William J. Kahelin, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 23rd day of September A.D., 2014



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary

**PART III**  
**FORM OF PROPOSAL**  
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