

PART III

Invitation to Bid No. 77-2025

Parks Construction Unit Price Contract

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 7/2/25

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

This Proposal Submitted by

Durty Work Excavation (David Durm)
4030 Lakes Creek Rd Apt 3902
Lexington, KY 40517
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as Durty Work Excavation, "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 **Parks Construction Unit Price Contract** 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.

2. **LEGAL STATUS OF BIDDER**

Bidder Dumpty Work Excavation

Date 7/1/25

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom David Dorn, bearing the official title of owner, 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)

David Dorn

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

3.

BIDDERS AFFIDAVIT

Comes the Affiant, bidder, David Durr, and after being first duly sworn,
states under penalty of perjury as follows:

1. His/her name is David Durr and he/she is the
individual submitting the bid or is the authorized representative of
Durty Work Excavation, 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 Procurement 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 Chapter 25 of the Lexington-Fayette Urban County
Government Code of Ordinances, known as the "Ethics Act."
6. 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.

Signature

Title

Company Name

Address

Subscribed and sworn to before me by

Printed Name

Date

(Affiant)

(Title)

of

(Company Name)

Notary Public
[seal of notary]

My commission expires:

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.

Bidders shall enter their unit prices on the attached Excel spreadsheet (Available through the LFUCG Ion Wave Procurement website), titled **77-2025 UPC BID SCHEDULE ELECTRONIC FORM.xlsx**, and submit it through Ion Wave.

The Bidder is not required to bid on every item listed in the bid schedule. In instances where the Bidder chooses not to bid on a specific item, the Bidder shall enter the phrase "no bid" in the unit price column for that respective item. However, Bidders are cautioned that failure to submit a unit bid price on an item will disqualify the Bidder from any project requiring that item, even if they have submitted unit bid prices for all other work items pertaining to that particular project.

BIDDERS MUST COMPLETE THE EXCEL SPREADSHEET AVAILABLE ON THE LFUCG IONWAVE PROCUREMENT SITE at <https://lexingtonky.ionwave.net/Login.aspx> AND SUBMIT EXCEL SPREADSHEET, AS WELL AS, PRINTED AND SIGNED COPY OF SPREADSHEET VIA THE RESPONSE ATTACHMENTS TAB.

#	Item	Unit
1	Bituminous pavement for athletic courts: Base	TN
2	Bituminous pavement for athletic courts: Base Over 500	TN
3	Bituminous pavement for athletic courts: Surface	TN
4	Bituminous pavement for athletic courts: Surface Over 500	TN
5	Bituminous pavement for athletic courts reinforced with aramid fibers: Base	TN
6	Bituminous pavement for athletic courts reinforced with aramid fibers: Base Over 500	TN
7	Bituminous pavement for athletic courts reinforced with aramid fibers: Surface	TN
8	Bituminous pavement for athletic courts reinforced with aramid fibers: Surface Over 500	TN
9	Bituminous pavement crack filler	LF
10	Bituminous pavement full depth crack repair	LF
11	Thermoplastic pavement striping-white or yellow	LF
12	ADA parking spot	EA
13	Asphalt sealing	SY
14	Parking lot striping	LF

15	Dense grade aggregate placed base	TN	45
16	No. 2 stone	TN	45
17	No. 9 Stone	TN	48
18	No. 57 stone	SY	46
19	Concrete sidewalk 4 1/2"	SY	130
20	Concrete sidewalk 6"	SF	145
21	Detectable Warning Surface Tile Imbedded	SF	60
22	Detectable Warning Surface Tile Overlay	LF	60
23	Playground Curb	CY	38
24	Formed and finished class A concrete Less Than 10yd	CY	150
25	Formed and finished class A concrete More Than 10yd	SY	200
26	Geogrid Type 3 light duty	SY	8
27	Geogrid Type 3 Heavy duty	CY	14
28	Topsoil	CY	60
29	Excavation	CY	24
30	Embankment	CY	24
31	Finish grading	CY	50
32	Laser grading	LF	65
33	Standard staked silt fence-installed	LF	5
34	Wire back silt fence-installed	LF	8
35	Construction fence/Tree Protection	SY	15
36	Seeding & protection; General (standard seed mix)	SY	3
37	Seeding & protection: Athletic Field (special seed mix)	SY	5
38	Sod: provide & installation	EA	15
39	Site amenity install; trash/recycling receptacle	EA	
40	Site amenity install; standard bench	EA	
41	Site amenity install: covered single bench	EA	
42	Site amenity install: covered double bench	EA	
43	Site amenity install: square picnic table	EA	
44	Site amenity install: covered square picnic table	EA	
45	Site amenity installation: 6 ft. rectangle picnic table	EA	
46	Site amenity installation: 8 ft. rectangle handicap picnic table	EA	
47	Site amenity installation: covered 6 ft. rectangle picnic table	SF	
48	Single block masonry retention wall	EA	
49	Supply and install ADA parking sign	LF	25
50	4 in. Polyethylene Perforated Pipe with incidental geotextile fabric	LF	26
51	6 in. Polyethylene Perforated Pipe with incidental geotextile fabric	HR	90
52	Jackhammer with operator	HR	120
53	Skid steer loader with operator	HR	120
54	Backhoe (small) with operator	HR	150
55	Roller/compactor with operator		

56	Grader with operator	HR	130
57	Dump truck (single axle) with driver	HR	100
58	Dump truck (tri-axle) with driver	HR	45
59	Removal of Concrete Pavement, Sidewalk, Entrance Pavement	SY	10
60	Removal of Curb and Gutter	LF	10
61	Removal of fence under 10ft tall	LF	15
62	Removal of Fence over 10ft tall	LF	4.75
63	Saw Cutting Walk, Curb, Pavement	TN	
64	Bituminous Pavement Milling and Texturing		

Payment and Performance Bond cost for projects over \$50,000.00 (See Special Conditions Section 4).	3%
Minimum total project for consideration (See Special Conditions Section 2)	\$16,000
Unspecified incidental materials at cost plus 15%. (See Special Conditions Section 5)	yes
Unspecified incidental labor at direct wages plus certified overhead plus 15%. (See Special Conditions Section 5)	yes

Mobilization, Traffic Control, Construction Staking, and E&S Permitting will be paid on a sliding percentage scale for increments of the final price for Work, per the table below.

For example, if the final total of Bid Item Prices for the Work is \$24,000, Mobilization would be (\$10,000 X 15%) plus (\$10,000 X 10%) plus (\$4,000 X 5%) = \$2,700).

No additional compensation will be paid beyond a contract price of \$100,000. For example, the mobilization cost for a \$100,000 price of Work will be identical to that for a \$110,000 price of Work.

Applicability of Traffic Control, Construction Staking, and E&S Permitting will be agreed upon individually for each Purchase Order.

Table of Incremental Costs for Mobilization and Additional Services

Increment Price for Work	(a) Mobilization Cost %	(b) Traffic Control Cost %	(c) Construction Staking Cost %	(d) SWPP Etc. Cost %
\$0 - \$10,000	15.0	7.5	7.5	5.0
\$10,000 - \$20,000	10.0	4.5	4.5	0.5
\$20,000 - \$30,000	5.0	3.0	3.0	.05
\$30,000 - \$50,000	5.0	2.5	2.5	0.5
\$50,000 - \$75,000	5.0	2.5	2.5	0.5
\$75,000 - \$100,000	4.0	2.0	2.0	0.5

Submitted by:

Durty Work Excavation
Firm
4030 Tates Creek Rd Apt 3902

Address

Lexington, KY 40517

City, State & Zip

Bid must be signed:
(original signature)


Signature of Authorized Company Representative - Title

David Durr

Representative/s Name (Typed or Printed)

(513) 335-2947

Area Code - Phone - Fax #

david@durtyworkexcavation.com
E-Mail Address

OFFICIAL ADDRESS:

312 S 4th St
STE 700
Louisville, KY 40202

(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: Dunty Work Excavation
2. Permanent Place of Business: Louisville, KY
3. When Organized: 2020
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:
Excavators, skid steers, dozer, dump trucks -
all necessary equip is available

(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 Procurement 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:
Capitol Surety group - bondability letter attached
(Surety)

Signed: _____ (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>
Grand Ustq DIP	Louisville	\$85K
Flowerdale DIP	Louisville	\$120K
Fernhill Dip	Louisville	\$80K

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
MSD main office	Louisville	\$550K

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>
Yasmani Hidalgo	Foreman	2
Yasny Naranjo	Foreman	2

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

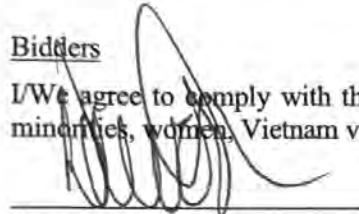
Respectfully submitted: Dunty Work Excavation
(Name of Contracting Firm)
BY: David Penn
TITLE: CEO
DATE 7/1/25

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

Durty Work Excavation
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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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.*

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:

Dunty Work Excavation

Project:

Printed Name and Title of Authorized Representative:

David Penn

Signature:

[Signature]

Date:

7/1/25

END OF SECTION

October 3, 2024

To Whom It May Concern:

Re: **Durty Work Excavation
Bonding Capacity**

This letter is intended to confirm that Capitol Indemnity Corporation and/or Platte River Insurance Company, a member company of Alleghany Corporation operating under CapSpecialty, is the surety for **Durty Work Excavation**. Capitol Indemnity Corporation, Platte River Insurance Company and its affiliates, are rated "A (Excellent)" by A.M. Best and are listed in the U.S. Treasury Department acceptance report.

Durty Work Excavation is currently an account in good standing and we would be willing to consider single jobs up to \$400,000 (under a \$500,000 aggregate program) as required for the RFP, subject to our normal underwriting requirements being met at the time a bond is needed. Jobs outside of those limits may also be considered under our underwriting guidelines.

Please note that the decision to issue performance and payment bonds is a matter **Durty Work Excavation** and Capitol Indemnity Corporation and/or Platte River Insurance Company and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms, project financing and financial condition of the account. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Thomas J Lincoln

**Thomas J. Lincoln
Attorney-In-Fact
Senior Assistant Underwriter
CapSpecialty
Capitol Indemnity Corporation
Platte River Insurance Company**

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

N/A

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----THOMAS J. LINCOLN-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

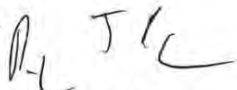
“**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

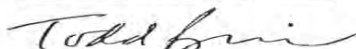
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:



Ryan J. Byrnes
Senior Vice President,



Todd Burrick
Chief Underwriting Officer



CAPITOL INDEMNITY CORPORATION

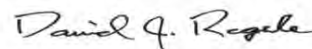


Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.





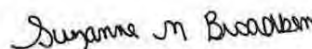
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 3rd day of October, 2024





Suzanne M. Broadbent
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2025

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

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

PRODUCER Leavitt Group Agency Association, LLC PO Box 280 Cedar City UT 84721	CONTACT NAME: CL Central PHONE (A/C, No, Ext): (866) 216-6133 FAX (A/C, No): (866) 688-5709 E-MAIL ADDRESS: linkmail@leavitt.com
INSURED Durrty Work Excavation LLC 312 S 4th St Ste 700 Louisville KY 40202	INSURER(S) AFFORDING COVERAGE INSURER A: ACUIITY A Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 14184

COVERAGES**CERTIFICATE NUMBER:** 24-25 GL/UM/WC**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZX0439	09/16/2024	09/16/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZX0439	09/16/2024	09/16/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	ZX0439	09/16/2024	09/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Leafland Pl driveway

CERTIFICATE HOLDER

Hoeworx

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU**

CB-7433(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:
 - a. Any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
 - b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person(s) or organization(s) is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:

- a. When your operations for that insured are completed; or
- b. The contract or agreement you have entered into with the additional insured is terminated.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the rendering of, or the failure to render, any pro-

fessional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage*, or the offense which caused the *personal and advertising injury*, involved the rendering of or the failure to render any professional services.

- b. *Bodily injury* or *property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**WAIVER OF TRANSFER OF RIGHTS TO RECOVERY AGAINST OTHERS TO
US - AUTOMATIC STATUS**

CB-7252(4-10)

This endorsement modifies insurance under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Paragraph J2 of the Transfer of Rights of Recovery Against Others to Us condition in the Bis-Pak® Common Policy Conditions is amended as follows:

1. We waive any right of recovery we may have against any person or organization described in paragraph 2 because of payments we make for injury or damage arising out of your ongoing

operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*.

2. This waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy. Such contract or agreement must have been executed prior to the occurrence causing injury or damage.

**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS
WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS,
LESSEES OR CONTRACTORS)**

CB-7245(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:
 - a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and
 - b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury or property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. The insurance does not apply to:
 - a. *Bodily injury or property damage* which occurs prior to execution of the contract or agreement described in item 1; or

- b. *Bodily injury or property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
 - c. *Bodily injury or property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury or property damage* involved the rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CB-1488(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® COMMON POLICY CONDITIONS

The following is added to paragraph H Other Insurance of the Bis-Pak® Common Policy Conditions and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek con-

tribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2025

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

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

PRODUCER BOLT ACCESS PO BOX 105608, ATLANTA, GA 30348	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com
	INSURER(S) AFFORDING COVERAGE INSURER A : United Financial Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED DAVID DURR 4030 Tates Creek Rd #3902 LEXINGTON, KY 40517	NAIC # 11770

COVERAGES

CERTIFICATE NUMBER: 943049681048718105D062325T002900


REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	02626924	09/24/2024	09/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	Y	Y	02626924	09/24/2024	09/24/2025	\$

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

CERTIFICATE HOLDER

KEP ELECTRIC INC 1114 FERRIS RD AMELIA, OH 45102	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 
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY BOLT ACCESS		NAMED INSURED DAVID DURR 4030 Tates Creek Rd #3902 LEXINGTON, KY 40517	
POLICY NUMBER 02626924			
CARRIER United Financial Casualty Company	NAIC CODE 11770	EFFECTIVE DATE: 09/24/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	\$10,000 w/\$0 Ded
Uninsured Motorist Bodily Injury	\$25,000/\$50,000
Underinsured Motorist Bodily Injury	\$25,000/\$50,000

Description of Location/Vehicles/Special Items

Scheduled autos only	
2017 FORD F250 1FT7W2BT1HEB12319	
Collision	\$500 Ded
Comprehensive	\$500 Ded
1997 FORD F 1FDLF47F7VEB79835	

Additional Information

Certificate holder is listed as an Additional Insured and Waiver of Subrogation Holder.

Project: Parks Construction Unit Price Contract Bid# 77-2025
 Bid Date: 7/2/2025

Contractor & Signature:

#	Item	Unit	Unit Price
1	Bituminous pavement for athletic courts: Base	TN	
2	Bituminous pavement for athletic courts: Base Over 500	TN	
3	Bituminous pavement for athletic courts: Surface	TN	
4	Bituminous pavement for athletic courts: Surface Over 500	TN	
5	Bituminous pavement for athletic courts reinforced with aramid fibers: Base	TN	
6	Bituminous pavement for athletic courts reinforced with aramid fibers: Base Over 500	TN	
7	Bituminous pavement for athletic courts reinforced with aramid fibers: Surface	TN	
8	Bituminous pavement for athletic courts reinforced with aramid fibers: Surface Over 500	TN	
9	Bituminous pavement crack filler	LF	
10	Bituminous pavement full depth crack repair	LF	
11	Thermoplastic pavement striping-white or yellow	LF	
12	ADA parking spot	EA	
13	Asphalt sealing	SY	
14	Parking lot striping	LF	
15	Dense grade aggregate placed base	TN	\$ 45.00
16	No. 2 stone	TN	\$ 48.00
17	No. 9 Stone	TN	\$ 48.00
18	No. 57 stone	TN	\$ 46.00
19	Concrete sidewalk 4 1/2"	SY	\$ 130.00
20	Concrete sidewalk 6"	SY	\$ 145.00
21	Detectable Warning Surface Tile Imbedded	SF	\$ 60.00
22	Detectable Warning Surface Tile Overlay	SF	\$ 60.00
23	Playground Curb	LF	\$ 38.00
24	Formed and finished class A concrete Less Than 10yd	CY	\$ 1,050.00
25	Formed and finished class A concrete More Than 10yd	CY	\$ 800.00
26	Geogrid Type 3 light duty	SY	\$ 9.00
27	Geogrid Type 3 Heavy duty	SY	\$ 14.00
28	Topsoil	CY	\$ 60.00
29	Excavation	CY	\$ 24.00
30	Embankment	CY	\$ 24.00
31	Finish grading	CY	\$ 50.00
32	Laser grading	CY	\$ 65.00
33	Standard staked silt fence-installed	LF	\$ 5.00
34	Wire back silt fence-installed	LF	\$ 8.00
35	Construction fence/Tree Protection	LF	\$ 15.00
36	Seeding & protection; General (standard seed mix)	SY	\$ 3.00
37	Seeding & protection: Athletic Field (special seed mix)	SY	\$ 5.00
38	Sod: provide & installation	SY	\$ 15.00
39	Site amenity install; trash/recycling receptacle	EA	
40	Site amenity install; standard bench	EA	
41	Site amenity install: covered single bench	EA	
42	Site amenity install: covered double bench	EA	
43	Site amenity install: square picnic table	EA	
44	Site amenity install: covered square picnic table	EA	
45	Site amenity installation: 6 ft. rectangle picnic table	EA	
46	Site amenity installation: 8 ft. rectangle handicap picnic table	EA	
47	Site amenity installation: covered 6 ft. rectangle picnic table	EA	
48	Single block masonry retention wall	SF	
49	Supply and install ADA parking sign	EA	
50	4 in. Polyethylene Perforated Pipe with incidental geotextile fabric	LF	\$ 25.00
51	6 in. Polyethylene Perforated Pipe with incidental geotextile fabric	LF	\$ 28.00
52	Jackhammer with operator	HR	\$ 90.00
53	Skid steer loader with operator	HR	\$ 120.00
54	Backhoe (small) with operator	HR	\$ 120.00
55	Roller/compactor with operator	HR	\$ 150.00
56	Grader with operator	HR	\$ 180.00
57	Dump truck (single axle) with driver	HR	\$ 100.00
58	Dump truck (tri-axle) with driver	HR	
59	Removal of Concrete Pavement, Sidewalk, Entrance Pavement	SY	\$ 45.00
60	Removal of Curb and Gutter	LF	\$ 10.00

61		Removal of fence under 10ft tall	LF	\$	10.00
62		Removal of Fence over 10ft tall	LF	\$	15.00
63		Saw Cutting Walk, Curb, Pavement	LF	\$	4.75
64		Bituminous Pavement Milling and Texturing	TN		

Payment and Performance Bond Cost for Projects over \$50,000 (See Special Conditions, Section 4) - Enter % of total project cost	
Minimum Total Project for Consideration (See Special Conditions, Section 2) - Enter dollar amount	
Unspecified Incidental Materials at Cost Plus 15% (See Special Conditions, Section 5) - Check if Interested	<input type="checkbox"/>
Unspecified Incidental Labor at Direct Wages Plus Certified Overhead Plus 15% (See Special Conditions, Section 5) - Check if Interested	<input type="checkbox"/>