



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

Bid Number: **#21-2015**

Date: March 3, 2015

Subject: Wolf Run Wet Weather Storage Facility

Address inquiries to:  
Sondra Stone  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

The **mandatory** pre-bid conference for the above referenced project is being re-scheduled for Tuesday March 10, 2015 at 10:00a.m., at 125 Lisle Industrial Avenue, Lexington, KY.

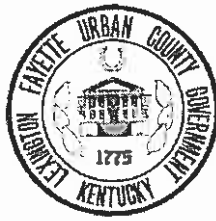
Herb Lemaster, Tetra Tech  
Project Manager

All other terms and conditions of the Bid and specifications are unchanged.  
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Judy Construction Company

ADDRESS: PO Box 457, 103 S Church St, Cynthiana, KY 41031

SIGNATURE OF BIDDER:   
Steve Judy, President



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

Bid Number: **#21-2015**

Date: March 13, 2015

Subject: Wolf Run Wet Weather Storage

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Attached:

Demolition and Erosion Control Detail

Plug Detail for 30" VCP

Pre bid meeting summary

Pre Bid Meeting sign in sheets

Erosion & Sediment Control Information

EPA MWDBE Requirements & Form

Notification of Bypass Pumping Form

LFUCG Land Disturbance Permit Application & Plan Checklist

Cold Mix Bituminous Patching Section 02740

Equipment Information ROMAG & SCADA

Questions submitted and answer to date.

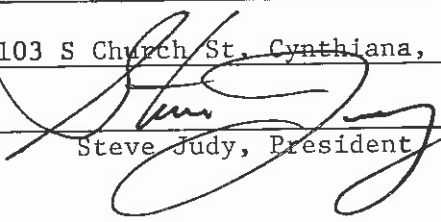


Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.  
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Judy Construction Company

ADDRESS: PO Box 457, 103 S Church St, Cynthiana, KY 41031

SIGNATURE OF BIDDER:   
Steve Judy, President



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

Bid Number: **#21-2015**

Date: March 17, 2015

Subject: Wolf Run Wet Weather Storage

Address inquiries to:

Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Attached:

Questions and Answers

Drawing Clarifications

Specification Clarifications

Updated Federal Wage Determination Schedule KY100 (Highway) Only

Revised Section 00410 Bid Form- Bids must be submitted on this bid form

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.  
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Judy Construction Company

ADDRESS: PO Box 457, 103 S Church St, Cynthiana, KY 41031

SIGNATURE OF BIDDER: 

Steve Judy, President

SECTION 00410 – BID FORM

**Wolf Run Wet Weather Storage Facility**  
**Division of Water Quality**  
**Lexington-Fayette Urban County Government**

**LFUCG Bid No. 21-2015**

**1.01 GENERAL**

Place: Lexington, Kentucky

Date: March 24, 2015

The following Bid Form shall be followed exactly in submitting a Bid for this Work.

This Bid Form Submitted by Judy Construction Company  
PO Box 457, 103 S Church St, Cynthiana, KY 41031  
(Name and Address of Bidder)

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

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

To: Lexington-Fayette Urban County Government  
(Hereinafter called "Owner")  
Office of the Director of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507

The Bidder, in compliance with your Advertisement for Bids for the **Wolf Run Wet Weather Storage Facility**; Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions and any and all addendums 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 stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within three hundred and fifty five (355) consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of one thousand Dollars and zero cents (\$1,000.00) for each consecutive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 3-03-15 ; Addendum No.      Date             
Addendum No. 2 Date 3-13-15 ; Addendum No.      Date             
Addendum No. 3 Date 3-17-15 ; Addendum No.      Date             
Addendum No.      Date           ; Addendum No.      Date           

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

**1.02 LEGAL STATUS OF BIDDER**

Bidder Judy Construction Company

Date March 24, 2015

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

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

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

~~\*C. An individual, whose signature is affixed to this Bid. (Print name)~~

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

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

1.03 BIDDERS AFFIDAVIT

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

- A. His/her name is Steve Judy and he/she is the individual submitting the Bid or is the authorized representative of Judy Construction Company, the entity submitting the Bid (hereinafter referred to as "Bidder").
- B. 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 Agreement and will maintain a "current" status in regard to those taxes and fees during the life of the Agreement.
- C. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the Agreement.
- D. 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.
- E. 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 an Agreement to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
- F. 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."
- G. 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 Signature Steve Judy, President

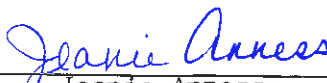
STATE OF Kentucky

COUNTY OF Harrison

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

Steve Judy on this the 24th day of March, 2015.

My Commission expires: August 1, 2015

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

## 1.04 BID SCHEDULE

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum 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 a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Owner uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Owner uses for bid comparison.

The Owner's decision on the bid amount is final.

The Contractor must submit a Bid Price for the rectangular cast-in-place concrete tank and the circular prestressed concrete tank.

The Total Bid Price for each will be the summed cost of the lump sum items and the unit price items combined.

The Owner will use the lowest bid amount provided by the Contractor as the Final Bid Price for Bid comparison.

All allowances as defined in Section 01210 – Allowances are included in the Bid Schedule.

All quantities listed in the Bid Schedule are estimates to be used for bid comparisons. Payment for unit price items will be paid by actual installed quantities determined during construction. There will be no change in unit price based on underrun or overrun of estimated quantities.

For Equipment manufacturers, all manufacturers shown in table are considered Base Bid. The Contractor may select any of the base bid manufacturers for each item, and must circle selected manufacturer for each item at the time of Bid submission. The design was completed around the first listed manufacturer, the Contractor will be responsible for any changes to structures, piping, electrical, instrumentation, etc. to accommodate the change, at no additional cost to the Owner, if any base bid manufacturer is selected other than the first one listed.

Rock removal by means of blasting is permitted on the project. Blasting operations must comply with all Federal, State, and Local Regulations and Codes. Contractor must receive all permitting and insurance prior to the use of any explosives. Contractor must also be aware of Marathon Pipe Line LLC, Kentucky American Water Company and Columbia Gas requirements, as listed in Section 02225 of the Specifications.



**BID FORM FOR RECTANGULAR CAST - IN- PLACE CONCRETE TANK**

No.	Item	Unit	Approx. Quantity	Unit Price	Total Price
1	Base Bid - For construction of Wolf Run Wet Weather Storage Facility	LS	1	4,426,264	4,426,264
2	ROMAG RSW Screen - Allowance	LS	1	\$169,350.00	\$169,350.00
3	ControlTouch SCADA Integration - Allowance	LS	1	\$45,969.00	\$45,969.00
4	Drilling of Probe Holes	Each	185	116.00	21,460
5	Additional Rock Remediation and DGA backfill	CY	665	115.00	76,475
6	Pavement - Dense Grade Aggregate (DGA)	Ton	3900	27.50	107,250
7	Pavement - Base Course	Ton	1840	79.25	145,920
8	Pavement - Surface Course	Ton	1000	90.75	90,750
9	Pavement Restoration - Milling & Texturing	Ton	1200	18.50	22,200
10	Pavement Restoration - Undercut of Existing subgrade	CY	500	73.00	36,500
11	6" PVC Water Line	LF	600	81.75	49,050
12	Properties to be recorded for Pre-blast survey	Each	235	1.00	235
13	Asphalt Cold Patch	Ton	25	264.00	6,600
14	Safeload 30" VCP	LF	209	53.00	11,077
<b>Total Bid Price</b>					<b>5,209,000.00</b>

**TOTAL BID PRICE FOR RECTANGULAR CAST-IN-PLACE CONCRETE TANK OPTION**

The total bid for Wolf Run Wet Weather Storage Facility Rectangular Cast-in-place concrete tank option, the sum of items 1 through 14, shall be written both in words and numerically. The Bidders total Bid is:

*FIVE MILLION TWO HUNDRED NINE THOUSAND*

Dollars and Cents. (\$ *5,209,000.00* )

**BID FORM FOR CIRCULAR PRESTRESSED CONCRETE TANK**

No.	Item	Unit	Approx. Quantity	Unit Price	Total Price
1	Base Bid - For construction of Wolf Run Wet Weather Storage Facility	LS	1	4,001,741.50	4,001,741.50
2	ROMAG RSW Screen - Allowance	LS	1	\$169,350.00	\$169,350.00
3	ControlTouch SCADA Integration - Allowance	LS	1	\$45,969.00	\$45,969.00
4	Drilling of Probe Holes	EACH	140	116.00	16,240
5	Additional rock anchor embedment	VLF	100	100.25	10,025
6	Additional Rock remediation and DGA backfill	CY	575	115.00	66,125
7	Pavement - Dense Grade Aggregate (DGA)	Ton	3940	<del>34.75</del> 27.50	<del>136,825</del> 108,350
8	Pavement - Base Course	Ton	1850	<sup>71.25</sup> <del>79.50</del>	<sup>131,812.50</sup> <del>147,075</del>
9	Pavement - Surface Course	Ton	1000	<sup>81.75</sup> 90.75	<sup>81,750</sup> 90,750
10	Pavement Restoration - Milling & Texturing	Ton	1200	<sup>16.75</sup> 18.50	<sup>22,100</sup> 22,200
11	Pavement Restoration - Undercut of Existing subgrade	CY	500	65.75 73.00	32,875 36,500
12	6" PVC Water Line	LF	615	79.00	48,585
13	Properties to be recorded for pre-blast survey	Each	235	1.00	235
14	Asphalt Cold Patch	Ton	25	264.00	6,600
15	Safeload 30" VCP	LF	209	53.00	11,077
<b>Total Bid Price</b>				<b>4,740,000.00</b>	

**TOTAL BID PRICE FOR CIRCULAR PRE-STRESSED CONCRETE TANK OPTION**

The total bid for Wolf Run Wet Weather Storage Facility Circular Pre-stressed concrete tank option, the sum of items 1 through 15, shall be written both in words and numerically. The Bidders total Bid is:

FOUR MILLION SEVEN HUNDRED FORTY THOUSAND

Dollars and Cents. (\$ 4,740,000.00 )

**FINAL BID PRICE FOR WOLF RUN WET WEATHER STORAGE FACILITY**

The final bid total for the Wolf Run Wet Weather Storage Facility, which will be used for bid comparison, as selected by the Contractor as the lowest bid between the Rectangular Cast-in-Place Concrete Tank and the Circular Prestressed Concrete Tank, shall be written in both words and numerically. The Bidders Total is:

FOUR MILLION SEVEN HUNDRED FORTY THOUSAND

Dollars and Cents. (\$ 4,740,000.00 )

For endorsement J. of the Insurance Provisions (Section 00600 – 1.05(D)) related to Flood Insurance please provide the cost for the additional flood insurance coverage separately, if the insurance is not available you must provide your documentation that demonstrates this to be fact. If it is available from a specialty market then a price must be provided. LFUCG retains the right to waive this requirement if it is determined to be in our best interest. (This number is not to be included in the total or final bid price)

INSURANCE NOT AVAILABLE, SEE DOCUMENTATION

Dollars and Cents. (\$ )

**BID FORM FOR CIRCULAR PRESTRESSED CONCRETE TANK**

No.	Item	Unit	Approx. Quantity	Unit Price	Total Price
1	Base Bid - For construction of Wolf Run Wet Weather Storage Facility	LS	1	4,001,741.50	4,001,741.50
2	ROMAG RSW Screen - Allowance	LS	1	\$169,350.00	\$169,350.00
3	ControlTouch SCADA Integration - Allowance	LS	1	\$45,969.00	\$45,969.00
4	Drilling of Probe Holes	EACH	140	116.00	16,240
5	Additional rock anchor embedment	VLF	100	100.25	10,025
6	Additional Rock remediation and DGA backfill	CY	575	115.00	66,125
7	Pavement - Dense Grade Aggregate (DGA)	Ton	3940	<del>23.75</del> 27.50	<del>92,315</del> 108,350
8	Pavement - Base Course	Ton	1850	<del>71.25</del> 79.50	<del>131,812.50</del> 147,075
9	Pavement - Surface Course	Ton	1000	<del>81.75</del> 90.75	<del>81,750</del> 90,750
10	Pavement Restoration - Milling & Texturing	Ton	1200	<del>16.75</del> 18.50	<del>20,100</del> 22,200
11	Pavement Restoration - Undercut of Existing subgrade	CY	500	<del>65.75</del> 73.00	<del>32,875</del> 36,500
12	6" PVC Water Line	LF	615	79.00	48,585
13	Properties to be recorded for pre-blast survey	Each	235	1.00	235
14	Asphalt Cold Patch	Ton	25	264.00	6,600
15	Safeload 30" VCP	LF	209	53.00	11,077
<b>Total Bid Price</b>				<b>4,740,000.00</b>	

**TOTAL BID PRICE FOR CIRCULAR PRE-STRESSED CONCRETE TANK OPTION**

The total bid for Wolf Run Wet Weather Storage Facility Circular Pre-stressed concrete tank option, the sum of items 1 through 15, shall be written both in words and numerically. The Bidders total Bid is:

Four Million Seven Hundred Forty Thousand

Dollars and Cents. (\$ 4,740,000.00 )

**FINAL BID PRICE FOR WOLF RUN WET WEATHER STORAGE FACILITY**

The final bid total for the Wolf Run Wet Weather Storage Facility, which will be used for bid comparison, as selected by the Contractor as the lowest bid between the Rectangular Cast-in-Place Concrete Tank and the Circular Prestressed Concrete Tank, shall be written in both words and numerically. The Bidders Total is:

Four Million Seven Hundred Forty Thousand

Dollars and Cents. (\$ 4,740,000.00 )

For endorsement J. of the Insurance Provisions (Section 00600 – 1.05(D)) related to Flood Insurance please provide the cost for the additional flood insurance coverage separately, if the insurance is not available you must provide your documentation that demonstrates this to be fact. If it is available from a specialty market then a price must be provided. LFUCG retains the right to waive this requirement if it is determined to be in our best interest. (This number is not to be included in the total or final bid price)

INSURANCE NOT AVAILABLE, SEE DOCUMENTATION

Dollars and Cents. (\$ )

Equipment Manufacturer (Circle One)	
Item	Manufacturer
Pre-Stressed Concrete Tank	<u>Crom</u>
	Precon
	Preload
	Other (List)
Pumps	ABS
	<u>Flygt</u>
	KSB
	Other (List)
Mechanical Screen	<u>WesTech ROMAG</u>
Grinder Sump Pump	Zoeller
	Myers
	Hydromatic
	<u>Other (List)</u> <i>FLYGT</i>
Check Valves	<u>APCO</u>
	Golden Anderson
	Val-matic
	Other (List)
Plug Valves	<u>DeZurik</u>
	Golden Anderson
	Henry Pratt
	Other (List)
Slide Gates	<u>Aquanox</u>
	H. Fontaine
	Waterman
	Golden Harvest
	Other (List)
Actuators	Limitorque
	<u>Auma</u>
	EIM
	Other (List)
Generator	Generac
	<u>Caterpillar</u>
	Cummins/ONAN
	MTU/Detroit Diesel
	Kohler
	Other (List)
Level Transmitters	<u>Endress+Hauser Prosonic FMU 90</u>
	Foxboro
	Siemens
	Yokogawa
	Other (List)
VFD's	Square D
	Eaton
	Robicon
	Allen Bradley
	Other (List)
SCADA PLC's	<u>Allen Bradley CompactLogix</u>
Motor Control Center	<u>Square D</u>
	Cutler Hammer
	Allen Bradley
	Other (List)

Respectfully Submitted,

FIRM: Judy Construction Company

ADDRESS: PO Box 457, 103 S Church St

CITY/STATE/ZIP: Cynthiana, KY 41031

DATE: March 24, 2015

BY:  Steve Judy (must be original signature)

TITLE: President

PHONE: 859 234-6900 FAX: 859 234-3480  
(area code, number & extension)

EMAIL ADDRESS: sjudy@judyconstructionco.com

**OFFICIAL ADDRESS AND PHONE:**

PO Box 457, 103 S Church St

Cynthiana, KY 41031

859 234-6900 (Seal if Bid is by Corporation)

By signing this form you agree to all of the terms and associated forms.

**1.05 STATEMENT OF BIDDER'S QUALIFICATIONS**

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

- A. Name of Bidder: Judy Construction Company
- B. Permanent Place of Business: 103 S Church St, Cynthiana, KY 41031
- C. When Organized: April 9, 1974
- D. Where Incorporated: Kentucky
- E. 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.

- F. In the event the Agreement is awarded to the undersigned, Performance, Payment, Erosion and Sediment Control, and Warranty bonds will be furnished by:

Continental Casualty Company (Surety)

Signed: Paula J Teague (Representative of Surety)  
Paula J. Teague, Atty-in-Fact

- G. 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 ATTACHMENT A	

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
	SEE ATTACHMENT B	

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
_____	_____	_____
_____	SEE ATTACHMENT C	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

J. MWDBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>MWDBE</u>	<u>% of WORK</u>
_____	_____	_____	_____
_____	SEE ATTACHMENT B	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

K. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the Owner within seven (7) calendar days following the Bid Opening, a sworn statement regarding all office management and field management personnel. Additionally, if requested by the Owner, we will within seven (7) days following the request submit audited financial statements and loss history for insurance claims for the three (3) most recent years (or a lesser period if stipulated by the Owner)

**1.06 LIST OF PROPOSED SUBCONTRACTORS**

The following list of proposed subcontractors is required by the Owner to be executed, completed and submitted with the Bid Form. 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**</u> (List each major item)	<u>SUBCONTRACTOR</u>	<u>MWDBE (yes/no)</u>	<u>% of WORK</u>
1. <u>ELECTRICAL</u>	Name: <u>SHUELBURNE</u>	<u>N</u>	<u>4.6%</u>
	Address: <u>HARRISBURG, KY</u>		
2. <u>PRESURSS TANK</u>	Name: <u>CROM CORP</u>	<u>N</u>	<u>25%</u>
	Address: <u>GADSDENVILLE, FL</u>		
3. <u>STAKING</u>	Name: <u>ALLEN ENGR</u>	<u>WBE</u>	<u>0.21%</u>
	Address: <u>LEXINGTON, KY</u>		
4. <u>PALNOVIC</u>	Name: <u>McKENNAY PALNOVIC</u>	<u>WBE</u>	<u>0.49%</u>
	Address: <u>VERSACUES, KY</u>		
5. <u>REINF STEEL</u>	Name: <u>LYKINS REINF</u>	<u>WBE</u>	<u>0.78%</u>
	Address: <u>LOUISVILLE, KY</u>		
6. <u>PAVING</u>	Name: <u>ATS</u>	<u>N</u>	<u>7%</u>
	Address: <u>LEXINGTON</u>		

\*\* Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.



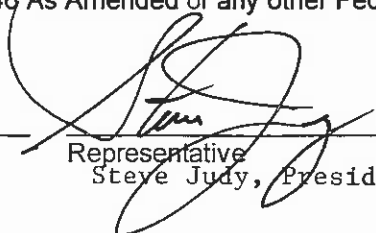
**1.07 AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

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

- A. 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);
- B. 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 Advertisement for Bid, designed to limit independent bidding or competition;
- C. 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;
- D. 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;
- E. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky  X . [Check the statement applicable.]
- F. This offer is for ninety (90) 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, an Agreement shall thereby be created with respect to the items accepted.
- G. That I have fully informed myself regarding the accuracy of the statements made in this statement.
- H. 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.

Judy Construction Company  
Company

3-24-15  
Date

  
\_\_\_\_\_  
Representative  
Steve Judy, President

**1.08 STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: SEE ATTACHMENT C

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, Affirmative Action officials, and field management personnel. Attach separate sheets if necessary.

## 1.09 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:

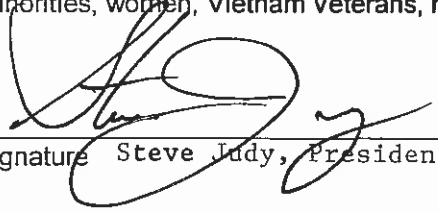
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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 an Agreement 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 Steve Judy, President

Judy Construction Company  
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 county, 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 contractor 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 to 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.*

In the case of an Agreement exceeding \$250,000, the Contractor will be required within seven (7) days following the Bid Opening 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.

**1.10 MWDBE SUBCONTRACTOR PARTICIPATION FORM**



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

**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 Judy Construction Company		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)**



**1.11 MWDBE SUBCONTRACTOR PERFORMANCE FORM**



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

**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 Judy Construction Company		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 <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <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.

**EPA FORM 6100-3 (DBE Subcontractor Performance Form)**

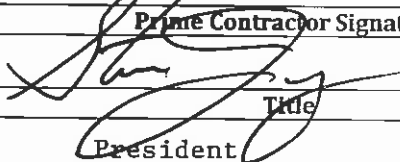




OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**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>Print Name</b>
	Steve Judy
<b>Title</b>	<b>Date</b>
President	March 24, 2015

<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.

**EPA FORM 6100-3 (DBE Subcontractor Performance Form)**

**1.12 MWDBE SUBCONTRACTOR UTILIZATION FORM**



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

**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 Judy Construction Company		Project Name Wolf Run Wet Weather Storage Facility	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact Steve Judy	
Address PO Box 457, Cynthiana, KY 41031			
Telephone No. 859 234-6900		Email Address sjudy@judyconstructionco.com	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ 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

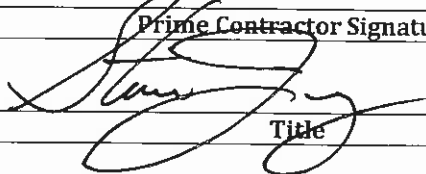
<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as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

**EPA FORM 6100-4 (DBE Subcontractor Utilization Form)**

**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>
	Steve Judy
<b>Title</b>	<b>Date</b>
President	March 24, 2015

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.

**EPA FORM 6100-4 (DBE Subcontractor Utilization Form)**

**1.13 MWDBE PARTICIPATION POLICY**

**PROJECT NAME:** Wolf Run Wet Weather Storage Facility  
Lexington-Fayette Urban County Government

**LFUCG BID NO.** 21-2015 **BID DATE:** March 24, 2015

**A. Name, address and telephone number of contact person on all MWDBE matters:**

Prime Contractor's Name Judy Construction Company  
Contact Person: Steve Judy  
Address: PO Box 457, Cynthiana, KY 41031  
Phone: 859 234-6900 Cell: \_\_\_\_\_  
Email: sjudy@judyconstructionco.com  
Total Contract Amount: 4,740,000

**B. Total dollar amount/percent of contract of DBE participation:**

**C. Total dollar amount/percent of contract of MBE participation:**

0.0

**D. Total dollar amount/percent of contract of WBE participation:**

1.5 %

**E. Are certifications\* for each MWDBE subcontractor enclosed; if no, please explain:**

Yes  No WILL PROVIDE UPON AWARD OF CONTRACT

**F. Are MWDBE subcontracts or letters of intent signed by both parties enclosed; if no, please explain:**

Yes  No WILL PROVIDE UPON AWARD OF CONTRACT

**G. List of DBE Subcontractors:**

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

**H. List of MBE Subcontractors:**

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_

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

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

I. List of WBE Subcontractors:

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

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

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

Attach additional sheets, if necessary.

\*Self-certification: Self-certification of MWDBE firms will NOT be accepted as a valid form of certification of MWDBE status.

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

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

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

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

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

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

Company Name and Phone Number: See Attachment

Area of Work Expertise: \_\_\_\_\_

Date of any Follow-Ups and Person Spoke to: \_\_\_\_\_

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

Name of Publication: Lexington Herald Leader  
The Courier Journal

Date(s) of Advertisement: March 12, 2015, March 18, 2015

Specific Subcontract Areas Announced: Seeding, Fencing, Masonry, Roofing, Misc. Fabricated Metals, HVAC, Painting, Electrical, Paving, Resteel Install

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

Method of Notification: S.B.A., Louisville, KY; Indianapolis MBC

Date(s) of Notification: 3-12-15 3-12-15

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

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

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

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

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

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

6. If a subcontractor awards any subcontracts, require the subcontractor to take the steps in numbers 1 and 5 above.

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

**Signature and Date:**

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

Signature

March 24, 2015

Date

Steve Judy, President

Print Name and Title

**1.14 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of Judy Construction Company  
(Name of Bidder)

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.



WORKFORCE ANALYSIS FORM

Name of Organization:

Judy Construction Company

Week Ending Date:

03/14/2015

Categories	Total	White		Latino		Black		Other		Totals	
		M	F	M	F	M	F	M	F	M	F
Administrators	4	3	1							3	1
Professionals	10	9			1					9	1
Superintendents	15	15								15	0
Supervisors	0									0	0
Foremen	2	2								2	0
Technicians	0									0	0
Protective Services	0									0	0
Para-Professionals	0									0	0
Office/Clerical	4		4							0	4
Skilled Craft	82	46		36						82	0
Service/Maintenance	4	4								4	0
<b>Total</b>	<b>121</b>	<b>79</b>	<b>5</b>	<b>36</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>115</b>	<b>6</b>

Prepared by: James K. Cowley, EEO Officer

1.16 EVIDENCE OF INSURABILITY

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

Names Insured: Judy Construction Company  
 Address: 103 South Church Street, Cynthiana KY 41031  
 Project to be insured: Wolf Run Wet Weather Storage Facility, LFUCG Bid NO. 21-2015

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 Section 00600 - Bonds and Certifications, including all requirements, and conditions:

Article Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided to Insured	Name of Insurer	A.M. Best's	
					Code	Rating
1.05.D.1	CGL	\$1,000,000/per occ., \$2,000,000/aggregate or \$2,000,000 combined single limit Requirements (a) through (e)	\$1,000,000 OCC \$2,000,000 AGG	Travelers	A++	XV
1.05.D.1	Auto	Combined single \$1,000,000/per occ. aggregate Requirements (a) through (c)	\$1,000,000 CSL	Travelers	A++	XV
1.05.D.1	WC	\$ Statutory	Statutory	KY AGC	A-	VII
1.05.D.1	Employer's Liability	\$500,000	\$4,000,000	KY AGC	A-	VII

Section 00600 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

GCH Insurance Group  
 Agency or Brokerage: 2250 Thunderstick Drive, Suite 1104  
 Street Address: Lexington, KY 40505  
 City: Lexington  
 Telephone Number: 859-254-1836

Name of Authorized Representative: John W. Hampton  
 Title: Producer  
 Authorized Signature: *[Signature]*  
 Date: March 19, 2015

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 COVERAGES LISTED ABOVE IS NOT PROVIDED.

1.17 DEBARRED FIRMS

PROJECT NAME: Wolf Run Wet Weather Storage Facility

LFUCG BID NO.: 21-2015

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 Debarment Certification in duplicate and submit both copies to the Owner with the Bid Form. 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 Judy Construction Company has not and will not award a subcontract, in connection with any Agreement 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.

Judy Construction Company  
Name of Firm Submitting Bid

  
Signature of Authorized Official Steve Judy

President  
Title

March 24, 2015  
Date

**1.18 DEBARMENT CERTIFICATION**

All Contractors/Subcontractors shall complete this certification.

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 Bid 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 (3) 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: Judy Construction Company

Project: Wolf Run Wet Weather Storage Facility

Printed Name: Steve Judy

Title of Authorized Representative: President

Signature: 

Date: March 24, 2015

**1.19 CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Steve Judy, President

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

  
\_\_\_\_\_  
Signature of Authorized Representative

March 24, 2015

\_\_\_\_\_  
Date

\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

1.24 LFUCG MWDBE PARTICIPATION FORM

LFUCG Bid/RFP/Quote Reference No. 21-2015



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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
McKENNEY PAINTING	PAINTING	23,400	0.49
ALLEN ENGINEERING	STAKING	10,000	0.21
LYKENS REINFORCEMENT	REINFORCING STEEL INSTALLATION	37,000	0.78

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

Judy Construction Company  
Company

Company Representative Steve Judy

March 24, 2015  
Date

President  
Title

**1.25 LFUCG MWDBE SUBSTITUTION FORM**

**LFUCG Bid/RFP/Quote Reference No.** 21-2015

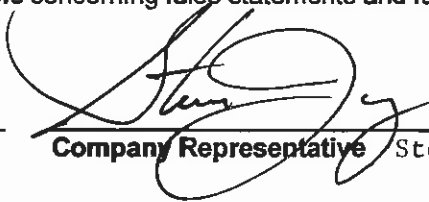


The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract

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

Judy Construction Company  
**Company**

  
**Company Representative** Steve Judy

March 24, 2015  
**Date**

President  
**Title**

1.26 MWDBE QUOTE SUMMARY FORM

LFUCG Bid/RFP/Quote Reference No. 21-2015



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

<b>Company Name</b> Judy Construction Company	<b>Contact Person</b> Steve Judy
<b>Address/Phone/Email</b> PO Box 457, Cynthiana, KY 41031 859 234-6900 sjudy@judyconstructionco.com	<b>Bid Package / Bid Date</b> Wolf Run Wet Weather Storage Facility March 24, 2015

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event, etc)	Total dollars (\$) Do Not Leave Blank (Attach Documentation)	DBE* AA HA AS NA Female
LYKINS REINFORCEMENT LOUISVILLE, KY	RECK LYKINS	502-634-5030	3-12-15	REINFORCEMENT STEEL	CERTIFIED LETTER	\$500 PER TON	WBE
MCKENNEY PAINTING VERMILION, KY	MATT GARDEN	859-873-6424	3-12-15	PAINTING	CERTIFIED LETTER	\$23,400	WBE
ALLEN ENGR LEXINGTON	LELI ALLEN	859-229-7362	3-12-15	STAKING	CERTIFIED LETTER	\$10,000	WBE
HTA ENTERPRISES LOUISVILLE	HAROLD VALENTINE	502-933-5900	3-12-15	BLASTING	CERTIFIED LETTER	\$54,500	DBE AA
PROFESSIONAL FENCE CRESTWOOD, KY	DALE POWELL	502-222-0513	3-12-15	FENCING	CERTIFIED LETTER	\$46,503	WBE
TEM ELECTRIC LOUISVILLE, KY	TOM MASTELSON	502-454-0101	3-12-15	ELECTRICAL	CERTIFIED LETTER	\$269,470	DBE HA

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

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

Judy Construction Company

Company

Company Representative Steve Judy

March 24, 2015

Date

President

Title



**1.28 LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**LFUCG Bid/RFP/Quote No.** 21-2015



By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBEs on the project and can supply the appropriate documentation.

- Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract
- Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its


own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Judy Construction Company  
**Company**

  
**Company Representative** Steve Judy

March 24, 2015  
**Date**

President  
**Title**

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**


The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) 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;
- (c) 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)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Steve Judy, President

\_\_\_\_\_  
Typed Name & Title of Authorized Representative



March 24, 2015

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

**CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants,**  
**Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

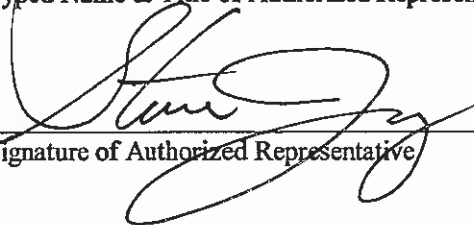
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Steve Judy, President

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

  
Signature of Authorized Representative

March 24, 2015

\_\_\_\_\_  
Date

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION POLICY**

**PROJECT NAME:** WOLF RUN WET WEATHER STORAGE FACILITY      **BID DATE:** MARCH 24, 2015

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

Prime Contractor's Name: JUDY CONSTRUCTION COMPANY  
Contact Person: STEVE JUDY  
Address: P.O. BOX 457 CYNTHIANA, KY 41031  
Phone: 859-234-6900  
Cell Phone: \_\_\_\_\_  
Email: sjudy@judyconstructionco.com  
Total Contract Amount: SEE PAGE 410-23

**2. Total dollar amount/percent of contract of MBE participation:** SEE PAGE 410-23

**3. Total dollar amount/percent of contract of WBE participation:** SEE PAGE 410-23

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

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

**6. List of MBE Subcontractors:**

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

**7. List of WBE Subcontractors:**

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

Attach Additional Sheets, If Necessary

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

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

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

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

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

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

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

Company name and phone number: SEE ATTACHMENTS

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

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

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

Name of publication: SEE ATTACHMENTS

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

Specific subcontract areas announced: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

**9. Signature and date:**

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

Signature

MARCH 24, 2015

Date

STEVE JUDY, PRESIDENT

Print name and title







P.O. BOX 457      CYNTHIANA, KENTUCKY 41031  
Telephone (859) 234-6900      Fax (859) 234-3480  
[www.judyconstructionco.com](http://www.judyconstructionco.com)

## **AFFIRMATIVE ACTION PROGRAM**

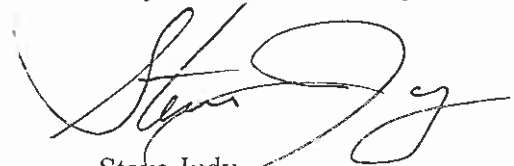
**Judy Construction Company hereby adopts the following Affirmative Action Program and agrees to its immediate implementation:**

- Maintain a working environment free of harassment, intimidation, and coercion at all work sites and all facilities where our employees are assigned.
- Keep current listing of minority and female recruitment sources. When employment opportunities arise, provide written notification to these sources and other community organizations and maintain a record of the organizations' responses.
- Maintain current listing, including name, addresses and telephone numbers, of all minority and female applicants and what action was taken in regard to each individual.
- Immediately contact appropriate state and federal agencies if we believe any recruitment source has impeded our efforts to meet our minority and female obligations.
- Provide on-the-job apprenticeship training programs, approved by the U.S. Department of Labor, for minority and female employees that can lead to their advancement.
- Maintain a written Equal Employment Opportunity policy and conspicuously post Equal Employment Opportunity policy on all jobsite bulletin boards.
- Conduct an annual meeting with all supervisory employees to review Equal Employment Opportunity policy and affirmative action commitments.
- Include in all advertisements for employment the statement that we are an "Equal Opportunity Employer". Notify all subcontractors with whom we are working of our EEO commitment.
- Direct recruitment efforts to minority, female and community organizations, to schools with large minority and female enrollment and to minority and female recruitment and training organizations serving our area and employment needs.
- Encourage all employees to recruit any competent minority and female applicants with whom they are acquainted.
- Validate all selection requirements for advancement to ensure that they do not create adverse impact against minorities and females.



- Prepare, at least annually, an inventory and evaluation of all minority and female employees for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, such opportunities.
- Confirm that seniority practices, job classifications, work assignments and all other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that our EEO policy and affirmative action objectives are being carried out.
- Ensure all facilities and company activities shall be nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between sexes.
- Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including distributions of solicitations to minority and female contractor associations and other business associations.
- Conduct an annual review, of all supervisory personnel adherence to our EEO policy and affirmative action obligations.

Judy Construction Company

A handwritten signature in black ink, appearing to read 'Steve Judy', written over a large, stylized, cursive flourish that extends to the right.

Steve Judy  
President

**JUDY CONSTRUCTION COMPANY**  
**Major Completed Water & Wastewater**  
**Treatments Projects**  
**Past Five Years**

Attachment A

Project Location and Description	Owner and Contact	Design Engineer and Contact	Year of Completion	Contract Price
Bowling Green, KY Wastewater Treatment Plant Expansion	Bowling Green Municipal Utilities Mike Garner (270) 535-4366	Gresham Smith Nashville, TN Mike Burgett (615) 770-8531	2012	\$40,055,533
Richmond, KY Otter Creek New Wastewater Treatment Plant	Richmond Utilities Richmond, KY Scott Althausen (859) 623-2323	CDP Engineers, Inc. Lexington, KY Morey Lampson (859) 264-7500	2010	\$30,584,780
Maryville, TN Const Mgmt Wastewater Treatment Plant Expansion	City of Maryville, TN Maryville, TN Baron Swafford (865) 273-3304	J.R Wauford & Company Nashville, TN Kevin Young (615) 883-3243	2010	\$30,460,506
Somerset, KY Water Treatment Plant Expansion	Somerset Water Department Somerset, KY Charlie Dick (606) 678-6642	Bell Engineering Lexington, KY David Schrader (859) 278-5412	2014	\$22,732,469
Louisville, KY Buechel Basin Wastewater System	Louisville & Jefferson County MSD William Marshall (502) 540-6608	Burgess & Nipple Louisville, KY Dakotah DeRoche (502) 254-2344	2014	\$20,585,364
Shelbyville, TN Wastewater Treatment Plant Expansion	Shelbyville Power, Water & Sewer Shelbyville, TN David Crowell (931) 685-0113	J.R Wauford & Company Nashville, TN Kevin Young (615) 883-3243	2012	\$18,068,419
Knoxville, TN Daugherty Water Treatment Plant Upgrade	West Knox Utilities Knoxville, TN Drexel Heidel (865) 690-2521	GRW Engineers, Inc. Nashville, TN Lewis Robbins (615) 366-1600	2014	\$17,292,026
Shepherdsville, KY Wastewater Treatment Plant Expansion	City of Shepherdsville Shepherdsville, KY Larry Hatfield (502) 543-2923	QK4 Louisville, KY Rob Campbell (502) 992-2927	2012	\$14,089,145
Nicholasville, KY Water Treatment Plant Expansion	City of Nicholasville Nicholasville, KY Tom Calkins (859) 885-9473	GRW Engineers, Inc. Lexington, KY Joe Henry (859) 223-3999	2010	\$12,668,694
Irvine, KY Regional Wastewater Treatment Plant	City of Irvine Irvine, KY Bee Williams (606) 723-2197	CDP Engineers, Inc. Lexington, KY Morey Lampson (859) 264-7500	2012	\$11,463,646
Abingdon, VA Middle Fork Water Treatment Plant Expansion	Washington Co. Service Authority Abingdon, VA Robbie Cornett (276) 783-7159	The Lane Group Chilhowie, VA Bobby Lane (276) 646-2520	2014	\$10,588,331
Hyden, KY Water Treatment Plant Expansion	Hyden-Leslie Co. Water District Hyden, KY Leihman Howard (606) 672-2791	Sisler-Maggard Engineering Lexington, KY Mike Maggard (859) 271-2978	2012	\$8,278,682

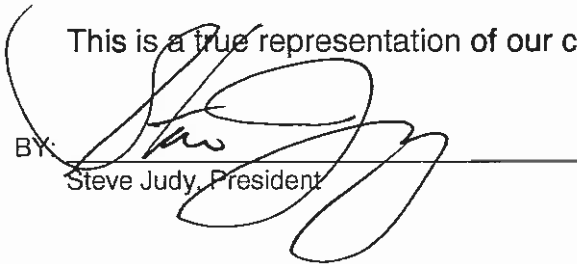
**JUDY CONSTRUCTION COMPANY**

Work on Hand  
March 18, 2015

Owner	Project	Project Amount	Completion %	DBE Participation %
City of Flemingsburg Flemingsburg, KY	Wastewater Treatment Plant Expansion	\$9,361,162	99.1%	3.7%
City of Pigeon Forge Pigeon Forge, TN	New Wastewater Treatment Plant	\$31,124,082	88.9%	2.3%
City of Murfreesboro Murfreesboro, TN	Wastewater Treatment Plant Expansion	\$7,800,000	81.4%	0.2%
Glasgow Water Company Glasgow, KY	Wastewater Treatment Plant Upgrade	\$10,997,266	71.4%	3.9%
Tazwell Co Public Service Auth Tazwell, VA	Wastewater Treatment Plant Upgrade	\$5,699,659	61.4%	1.6%
City of Danville Danville, KY	Water Treatment Plant Expansion	\$23,824,712	28.4%	4.1%
City of Flemingsburg Flemingsburg, KY	Water Treatment Plant Improvements	\$2,351,024	90.9%	4.0%
Metropolitan Sewer District Louisville, KY	Fairmount Rd PS and SSO Storage Basin	\$11,023,000	26.6%	28.9%
Fayetteville Public Utilities Fayetteville, TN	Wastewater Treatment Plant Upgrade	\$7,992,000	17.7%	0.7%
Consolidated Utility District Murfreesboro, TN	Water Treatment Plant Improvements	\$2,298,000	14.6%	2.0%
Lexington-Fayette Urban Co Govt Lexington, KY	Town Branch Wet Weather Storage Facility	\$19,108,000	11.8%	1.3%
Metropolitan Sewer District Louisville, KY	Nightingale PS and SSO Storage Basin	\$33,408,000	0.0%	21.4%
Kentucky Dept of Transportation Frankfort, KY	Garrard - Madison Cos. 121GR13D004-FE02 STP	\$3,012,552	50.4%	2.0%

This is a true representation of our current work in progress.

BY:

  
Steve Judy, President

**JUDY CONSTRUCTION COMPANY**  
Key Employees

Name	Position	Years of Const. Experience	Type of Work	In What Capacity
Steve Judy	President	30	General Construction	Construction Management
Morgan Judy	Exec. Vice President	30	General Construction	Construction Management
Dale Wilson, P.E.	Vice President	45	General Construction	Civil Engineering
Ben Williams	Vice President	25	General Construction	Construction Management
James K. Cowley	Secretary/Treasurer	35	Accounting	Controller
Owen Yocum	Project Manager	36	General Construction	Construction Management
Danny Howard	Safety Director	16	General Construction	Occupational Safety
Tim Courtney	Engineer	19	General Construction	Civil Engineering
Kista Thomas, E.I.T.	Engineer	16	General Construction	Civil Engineering
John Whalen, E.I.T.	Engineer	15	General Construction	Civil Engineering
Seth Nutt, E.I.T.	Engineer	15	General Construction	Civil Engineering
Clinton Jones	Estimator	16	General Construction	Construction Management
Paul Lawrence	Project Management	15	General Construction	Construction Management
Jeanie Anness	Office Manager	35	Clerical	Office Manager
Darrell McGrew	Superintendent	45	General Construction	Construction Supervision
David Shackelford	Superintendent	43	General Construction	Construction Supervision
Randy Campbell	Superintendent	38	General Construction	Construction Supervision
Jimmie James	Superintendent	38	General Construction	Construction Supervision
Bill Robinson	Superintendent	36	General Construction	Construction Supervision
Ray Sandlin	Superintendent	36	General Construction	Construction Supervision
Doug Hueil	Superintendent	35	General Construction	Construction Supervision
Dennis Scalf	Superintendent	34	General Construction	Construction Supervision
Guy Waters	Superintendent	33	General Construction	Construction Supervision
Rickey Raisor	Superintendent	30	General Construction	Construction Supervision
Jimmy Gregory	Superintendent	30	General Construction	Construction Supervision
Darryl Wells	Superintendent	29	General Construction	Construction Supervision
Steven Sandlin	Superintendent	27	General Construction	Construction Supervision
Steve Sullivan	Superintendent	21	General Construction	Construction Supervision
Macy Gibson	Superintendent	15	General Construction	Construction Supervision



March 23, 2015

Judy Construction Company  
103 South Church St  
P.O. Box 457  
Cynthiana, KY 41031

RE: Wolf Run Bid 3/24/15

To Whom It May Concern:

Per my conversation with the Service Insurance Company who represents the National Flood program they can't provide a quote for the above referenced project as the structure is not recognized as a building per their general form on page GR3-GR6 which they provided.

Sincerely,

A handwritten signature in cursive script that reads "Kim Watson".

Kim Watson  
GCH Insurance Group

# GENERAL RULES

## I. COMMUNITY ELIGIBILITY

### A. Participating (Eligible) Communities

Flood insurance may be written only in those communities that have been designated as participating in the National Flood Insurance Program (NFIP) by the Federal Emergency Management Agency (FEMA).

### B. Emergency Program

The Emergency Program is the initial phase of a community's participation in the NFIP. Limited amounts of coverage are available.

### C. Regular Program

The Regular Program is the final phase of a community's participation in the NFIP. In this phase, a Flood Insurance Rate Map (FIRM) is in effect and full limits of coverage are available.

### D. Maps

Maps of participating communities indicate the degree of flood hazard so that full-risk premium rates can be assigned for insurance coverage on properties at risk. Additional information is provided in the Flood Maps section of this manual.

1. Flood Hazard Boundary Map (FHBM) – Usually the initial map of a community. Some communities entering the Regular Program will continue to use an FHBM renamed a FIRM if there is a minimum flood hazard.
2. Flood Insurance Rate Map (FIRM) – The official map of the community containing detailed full-risk risk premium zones.
3. Rescission – Participating communities in the Emergency Program remain in the Emergency Program if an FHBM is rescinded.

### E. Probation

Probation, imposed by the FEMA Regional Director, occurs as a result of noncompliance with NFIP floodplain management criteria. A community is placed on probation for 1 year (may be extended), during which time a \$50 surcharge is applied to all NFIP policies, excluding the Group Flood Insurance Policy (GFIP), issued on or after the Probation Surcharge effective date. Probation is terminated if deficiencies are corrected. However, if a community does not take remedial or corrective measures while on probation, it can be suspended.

### F. Suspension

Flood insurance may not be sold or renewed in communities that are suspended from the NFIP. When a community is suspended, coverage remains in effect until expiration. These policies cannot be renewed.

### G. Non-Participating (Ineligible) Communities

When FEMA provides a non-participating community with an FHBM or a FIRM delineating its floodprone areas, the community is allowed 1 year in which to join the NFIP. If the community chooses not to participate in the NFIP, flood insurance is not available.

### H. Coastal Barrier Resources Act

Flood insurance may not be available for buildings and/or contents located in Coastal Barrier Resources System (CBRS) and Otherwise Protected Areas (OPAs). See the CBRS section in this manual for more information.

### I. Federal Land

Buildings and/or contents located on land owned by the Federal Government are eligible for flood insurance if the Federal agency having control of the land has met floodplain management requirements. All Federal land is recorded under the local community number even if that local community does not have jurisdiction.

Certain buildings on Leased Federal Property must be full-risk rated. This includes buildings that the Administrator determines are located on the river-facing side of any dike, levee, or other riverine flood-control structure, or seaward of any seawall or other coastal flood-control structure. See the Leased Federal Property section in this manual for more information.

## II. POLICIES AND PRODUCTS AVAILABLE

### A. Standard Flood Insurance Policy

The Standard Flood Insurance Policy (SFIP) consists of the Dwelling Form, the General Property Form, and the Residential Condominium Building Association Policy (RCBAP) Form. The 3 SFIP forms are located in the Policy section of this manual.

The table on the next page shows how agents/producers can use the 3 SFIP forms to insure a variety of residential and non-residential building and contents risks.

## Matching Standard Flood Insurance Policy Forms with Specific Risks

SFIP FORM	ELIGIBILITY
<p><b>Dwelling Form</b> Issued to homeowner, residential renter, or owner of residential building containing 1 to 4 units.</p>	<p>In NFIP Regular Program community or Emergency Program community, provides building and/or contents coverage for:</p> <ul style="list-style-type: none"> <li>• Single-family, non-condominium residence with incidental occupancy limited to less than 50% of the total floor area;</li> <li>• 2–4 family, non-condominium building with incidental occupancy limited to less than 25% of the total floor area;</li> <li>• Dwelling unit in residential condominium building;</li> <li>• Residential townhouse/rowhouse;</li> <li>• Personal contents in a non-residential building.</li> </ul>
<p><b>General Property Form</b> Issued to owner of residential building with 5 or more units.</p>	<p>In NFIP Regular Program community or Emergency Program community, provides building and/or contents coverage for these and similar “other residential” risks:</p> <ul style="list-style-type: none"> <li>• Apartment building;</li> <li>• Residential cooperative building;</li> <li>• Dormitory;</li> <li>• Assisted-living facility;</li> <li>• Hotels, motels, tourist homes, and rooming houses that have more than 4 units where the normal guest occupancy is 6 months or more.</li> </ul>
<p>Issued to owner or lessee of non-residential building or unit.</p>	<p>In NFIP Regular Program community or Emergency Program community, provides building coverage and/or contents coverage for these and similar non-residential risks:</p> <ul style="list-style-type: none"> <li>• Hotel or motel with normal guest occupancy of less than 6 months;</li> <li>• Licensed bed-and-breakfast inn;</li> <li>• Retail shop, restaurant, or other business;</li> <li>• Mercantile building;</li> <li>• Grain bin, silo, or other farm building;</li> <li>• Agricultural or industrial processing facility;</li> <li>• Factory;</li> <li>• Warehouse;</li> <li>• Poolhouse, clubhouse, or other recreational building;</li> <li>• House of worship;</li> <li>• School;</li> <li>• Nursing home;</li> <li>• Non-residential condominium;</li> <li>• Condominium building with less than 75% of its total floor area in residential use;</li> <li>• Detached garage;</li> <li>• Tool shed;</li> <li>• Stock, inventory, or other commercial contents.</li> </ul>
<p><b>Residential Condominium Building Association Policy (RCBAP)</b> Issued to residential condominium association on behalf of association and unit owners.</p>	<p>In NFIP Regular Program community only, provides building coverage and, if desired, coverage of commonly owned contents for residential condominium building with 75% or more of its total floor area in residential use.</p>



## B. Insurance Products

The following products are available under the SFIP:

### 1. Preferred Risk Policy (PRP)

The PRP is available in minimal-risk flood zones (C Zones and unshaded X Zones) and moderate-risk flood zones (B Zones and shaded X Zones). Information about coverage options and eligibility requirements for the PRP is provided in the PRP section of this manual.

### 2. Newly-Mapped-Rated Policy

The Newly Mapped procedure applies to properties previously in Zones B, C, X, or D that have been newly mapped into a Special Flood Hazard Area (SFHA). This procedure also applies to policies previously issued under the Preferred Risk Policy Eligibility Extension that are renewing on or after April 1, 2015.

### 3. Mortgage Portfolio Protection Program (MPPP)

The Mortgage Portfolio Protection Program (MPPP) offers a force-placed policy available only through a Write Your Own (WYO) Company. Additional information is provided in the MPPP section of this manual.

### 4. Scheduled Building Policy

The Scheduled Building Policy is available to cover 2 to 10 buildings. The policy requires a specific amount of insurance to be designated for each building. To qualify, all buildings must have the same ownership and the same location. The properties on which the buildings are located must be contiguous.

### 5. Group Flood Insurance

Group Flood Insurance is issued under the NFIP Direct Program in response to a Presidential disaster declaration. Disaster assistance applicants, in exchange for a modest premium, receive a minimum amount of building and/or contents coverage for a 3-year policy period. The Group Flood Insurance Policy cannot be canceled. However, an applicant may purchase a regular SFIP through the NFIP. When this is done, the group flood certificate for the property owner is void, and premium will not be refunded.

## III. BUILDING PROPERTY ELIGIBILITY

### A. Eligible Buildings

Insurance may be written only on a structure with 2 or more outside rigid walls and a fully secured roof that is affixed to a permanent site. Buildings must

resist flotation, collapse, and lateral movement. At least 51% of the Actual Cash Value (ACV) of buildings, including machinery and equipment, which are a part of the buildings, must be above ground level, unless the lowest level is at or above the Base Flood Elevation (BFE) and is below ground by reason of earth having been used as insulation material in conjunction with energy-efficient building techniques.

#### 1. Appurtenant Structures

The only appurtenant structure covered by the SFIP is a detached garage at the described location, which is covered under the Dwelling Form. Coverage is limited to no more than 10% of the limit of liability on the dwelling. Use of this insurance is at the policyholder's option but reduces the building limit of liability.

Appurtenant structure coverage does not apply to any detached garage used or held for use for residential (dwelling), business, or farming purposes.

#### 2. Manufactured (Mobile) Homes/Travel Trailers

Eligible buildings also include:

A *manufactured home* (a "manufactured home," also known as a mobile home, is a structure built on a permanent chassis, transported to its site in 1 or more sections, and affixed to a permanent foundation); *and*

A *travel trailer* without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

**NOTE:** All references in this manual to manufactured (mobile) homes include travel trailers without wheels.

#### a. Manufactured (Mobile) Homes – New Policies Effective on or after October 1, 1982

To be insurable under the NFIP, a mobile home:

- Must be affixed to a permanent foundation. A permanent foundation for a manufactured (mobile) home may be poured masonry slab or foundation walls, or may be piers or block supports, either of which support the mobile home so that no weight is supported by the wheels and axles of the mobile home.

- Must be anchored if located in a Special Flood Hazard Area (SFHA). For flood insurance coverage, all new policies and subsequent renewals of those policies must be based upon the specific anchoring requirements identified below:

A manufactured (mobile) home located within an SFHA must be anchored to a permanent foundation to resist flotation, collapse, or lateral movement by providing over-the-top or frame ties to ground anchors; or in accordance with manufacturer's specifications; or in compliance with the community's floodplain management requirements.

b. **Manufactured (Mobile) Homes – Continuously Insured Since September 30, 1982**

All manufactured (mobile) homes on a foundation continuously insured since September 30, 1982, can be renewed under the previously existing requirements if affixed to a permanent foundation.

Manufactured (mobile) homes in compliance with the foundation and anchoring requirements at the time of placement may continue to be renewed under these requirements even though the requirements are more stringent at a later date.

To be adequately anchored, the manufactured (mobile) home is attached to the foundation support system, which in turn is established (stabilized) into the ground, sufficiently to resist flotation, collapse, and lateral movement caused by flood forces, including wind forces in coastal areas.

3. **Silos and Grain Storage Buildings**

4. **Cisterns**

5. **Buildings Entirely Over Water – Constructed or Substantially Improved before October 1, 1982**

Follow Submit-for-Rate procedures in the Rating section if the building is located entirely in, on, or over water or seaward of mean high tide, unless eligible for Pre-FIRM subsidized rates.

If the building was constructed or substantially improved on or after October 1, 1982, the building is ineligible for coverage.

**Exception:** If a building was originally constructed on land or partially over water, and later becomes entirely over water because of erosion, it is eligible for coverage only if the building has had continuous coverage:

- from the period beginning at least 1 year prior to the building being located entirely over water, regardless of any changes in the ownership of the building; or
- from the date of construction if less than 1 year.

Acceptable documentation of a building's continued eligibility for coverage must include the following:

- A letter from the community official stating that the building originally was constructed on land or only partially over water; and
- Photographs of the building over land, if available; and
- The approximate date when the building became located entirely over water; and
- Proof of continuous flood insurance coverage from the period beginning 1 year prior to the building being located entirely over water, or from the date of construction if less than 1 year.

6. **Buildings Partially Over Water**

Follow Submit-for-Rate procedures in the Rating section if the building is partially over water, unless eligible for Pre-FIRM subsidized rates.

7. **Boathouses Located Partially Over Water**

The non-boathouse parts of a building into which boats are floated are eligible for coverage if the building is partly over land and also used for residential, commercial, or municipal purposes and is eligible for flood coverage. The area above the boathouse used for purposes unrelated to the boathouse use (e.g., residential occupancy) is insurable from the floor joists to the roof, including walls. A common wall between the boathouse area and the other part of the building is insurable. The following items are not covered:

- a. The ceiling and roof over the boathouse portions of the building into which boats are floated;
- b. Floors, walkways, decking, etc., within the boathouse area, or outside the area, but pertaining to boathouse use;
- c. Exterior walls and doors of the boathouse area not common to the rest of the building;
- d. Interior walls and coverings within the boathouse area; and
- e. Contents located within the boathouse area, including furnishings and equipment, relating to the operation and storage of boats and other boathouse uses.

The Flood Insurance Application form with photographs, but without premium, must be submitted to the NFIP for premium determination. No coverage becomes effective until the NFIP approves the insurance application, determines the rate, and receives the premium. However,

buildings constructed prior to October 1, 1982, may continue to be rated using the published rate.

## 8. Buildings in the Course of Construction

NFIP rules allow for the issuance of an SFIP to cover a building in the course of construction before it is walled and roofed. These rules provide lenders with an option to require flood insurance coverage at the time that the development loan is made to comply with the mandatory purchase requirement outlined in the Flood Disaster Protection Act of 1973, as amended. The policy is issued and rated based on the construction designs and intended use of the building.

Buildings in the course of construction that have yet to be walled and roofed are eligible for coverage except when construction has been halted for more than 90 days and/or if the lowest floor used for rating purposes is below the BFE. Materials or supplies intended for use in such construction, alteration, or repair are not insurable unless they are contained within an enclosed building on the premises or adjacent to the premises.

To determine the eligibility of a residential condominium building under construction, see the Condominiums section of this manual.

## 9. Severe Repetitive Loss Properties

These must be processed by the NFIP Special Direct Facility. Refer to the Severe Repetitive Loss section of this manual for information.

### B. Single Building

To qualify as a single-building structure and be subject to the single-building limits of coverage, a building must be:

1. Separated from other buildings by intervening clear space; *or*
2. Separated into divisions by solid, vertical, load-bearing walls; each division may be insured as a separate building.
  - a. These walls must divide the building from its lowest level to its highest ceiling and have no openings.
  - b. If there is access through the division wall by a doorway or other opening, the structure must be insured as 1 building unless it meets all of the following criteria:
    - It is a separately titled building contiguous to the ground; *and*
    - It has a separate legal description; *and*

- It is regarded as a separate property for other real estate purposes, meaning that it has most of its own utilities and may be deeded, conveyed, and taxed separately.

### Additions and Extensions

The NFIP insures additions and extensions attached to and in contact with the building by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At the insured's option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the building by means of a common interior wall that is not a solid load-bearing wall are always considered part of the building and cannot be separately insured.

When insuring additions and extensions separately, an application must be submitted with required rating information specific to the addition or extension. The application must clearly describe the addition or extension being insured. If contents coverage is desired within the addition or extension, it must be requested on the application. When insuring a building with multiple attached additions and extensions, the applicant must choose between purchasing one policy or separate policies for the building and each addition and extension.

### C. Walls

#### 1. Breakaway Walls

For an enclosure's wall to qualify as breakaway, it must meet *all* of the following criteria:

- a. Above ground level; *and*
- b. Below the elevated floor of an elevated structure; *and*
- c. Non-structurally supporting (non-load-bearing walls); *and*
- d. Designed to fail under certain wave force conditions; *and*
- e. Designed so that, as a result of failure, it causes no damage to the elevated portions of the elevated building and/or its supporting foundation system.

#### 2. Shear Walls

Shear walls are used for structural support, but are not structurally joined or enclosed at the ends (except by breakaway walls). Shear walls used as the method of elevating a building are normally parallel (or nearly parallel) to the expected flow of floodwaters.

#### 3. Solid (Perimeter) Foundation Walls

Solid (perimeter) foundation walls are used as a means of elevating the building in A Zones and must

contain proper openings to allow for the unimpeded flow of floodwaters more than 1 foot deep.

Solid (perimeter) foundation walls are not an acceptable means of elevating buildings in V/VE Zones.

#### D. Determination of Building Occupancy

The following terms should be used to determine the appropriate occupancy classification:

##### 1. Single-Family Dwelling

This is a residential single-family building, or a single-family dwelling unit in a condominium building; incidental occupancies are permitted if limited to less than 50% of the building's total floor area. This includes a residential townhouse/rowhouse, which is a multi-floor unit divided from similar units by solid, vertical, load-bearing walls, having no openings in the walls between units and with no horizontal divisions between any of the units.

**NOTE:** Incidental occupancies are offices, private schools, studios, or small service operations within a residential building.

##### 2. 2-4 Family Dwelling

This is a residential building that contains 2-4 units. This category includes apartment buildings and condominium buildings. Incidental occupancies (see note above) are permitted if the total area of such occupancies is limited to less than 25% of the total floor area within the building. This excludes hotels and motels with normal room rentals for less than 6 months.

##### 3. Other Residential Building

This is a residential building that contains more than 4 apartments/units. This category includes condominium and apartment buildings as well as hotels, motels, tourist homes, and rooming houses where the normal occupancy of a guest is 6 months or more. These buildings are permitted incidental occupancies (see note above). The total area of incidental occupancy is limited to less than 25% of the total floor area within the building. Examples of other residential buildings include dormitories and assisted-living facilities.

##### 4. Non-Residential Building (including hotel/motel)

This is a commercial or non-habitational building, or a mixed-use building that does not qualify as a residential building. This category includes, but is not limited to, small businesses, churches, schools, farm buildings (including grain bins and silos),

garages, poolhouses, clubhouses, recreational buildings, mercantile buildings, agricultural buildings, industrial buildings, warehouses, nursing homes, licensed bed-and-breakfasts, and hotels and motels with normal room rentals for less than 6 months.

This may also include a commercial, non-habitational, or mixed-use townhouse/rowhouse, which is a multi-floor unit divided from similar units by solid, vertical, load-bearing walls, having no openings in the walls between units and with no horizontal divisions between any of the units.

#### E. Primary Residence Determination

For rating purposes only, FEMA defines a primary residence as a building that will be lived in by an insured or an insured's spouse for more than 50% of the 365 days following the policy effective date. If the dwelling only meets the definition of a "primary residence" and not the definition of "principal residence" in the SFIP, then any claim for building damages will be paid using Actual Cash Value (ACV). For loss settlement, the definition of principal residence in the SFIP will be used.

Acceptable documentation for a primary residence status requires one of the following: Homestead Tax Credit Form for Primary Residence, driver's license, automobile registration, proof of insurance for a vehicle, voter's registration, or documents showing where children attend school.

If documentation of a primary residence is not available, the insurer must obtain a signed and dated statement from the applicant with the text below:

<Insured Property Address>

The above address is my primary residence, and I and/or my spouse will live at this location for more than 50 percent of the 365 days following the policy effective date.

PURSUANT TO 28 U.S.C. § 1746 I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY CAUSE MY POLICY TO BE VOID, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT UNDER APPLICABLE FEDERAL LAW.

If a Trust is named on the policy, and a beneficiary of the Trust is using the building as a primary residence, the beneficiary of the Trust must provide the standard documentation of primary residence outlined above. In addition, the insurer must obtain documentation that the person using the home as a primary residence is a beneficiary of the Trust named as the insured.

The grantor of a Trust may also be eligible for the primary residence rating if the Trust documents support that the grantor is a beneficiary of the Trust with the right to live in the home. The grantor must submit both the Trust documents and the standard documentation of primary residence outlined above. Accordingly, the insurer must obtain documentation that the grantor is a beneficiary of the Trust named as the insured with the right to live in the home as a benefit.

#### **IV. CONTENTS ELIGIBILITY**

##### **A. Eligible Contents**

Contents must be located in a fully enclosed building. However, under the Dwelling Form, in a building that is not fully enclosed, contents must be secured to prevent flotation out of the building.

##### **B. Vehicles and Equipment**

The NFIP covers self-propelled vehicles or machines, provided they are not licensed for use on public roads and are:

1. Used mainly to service the described location; or
2. Designed and used to assist handicapped persons while the vehicles or machines are inside a building at the described location.

Parts and equipment as open stock – not part of a specific vehicle or motorized equipment – are eligible for coverage.

##### **C. Silos, Grain Storage Buildings, and Cisterns**

Contents located in silos, grain storage buildings, and cisterns are insurable.

##### **D. Commercial Contents Coverage**

Commercial contents in a residential property must be insured on the General Property Form.

#### **V. OTHER EXAMPLES OF ELIGIBLE RISKS**

Examples of eligible risks are provided below. For information on amounts of insurance available, refer to the Rating section in this manual.

##### **A. Cooperative Building – Entire Building in Name of Cooperative**

Cooperative buildings are owned and managed by a corporation, and their ownership differs from the condominium form of ownership. Residents within cooperative buildings buy shares of the corporation, rather than the real estate (building, land, or both building and land). Cooperative buildings where at

least 75% of the area is used for residential purposes are considered residential occupancies. Since they are not in the condominium form of ownership, they cannot be insured under the RCBAP.

##### **B. Units Within a Cooperative Building**

Shareholders/tenants residing in cooperative buildings may not purchase building coverage for their units. The residents of a unit within a cooperative building may purchase contents coverage under the Dwelling Form. Ten percent of the contents coverage may be applied to betterments and improvements at the time of loss.

##### **C. Timeshare Building – Entire Building in Name of Corporation**

Timeshare buildings *not* in the condominium form of ownership where at least 75% of the area of the building is used for residential purposes are considered as residential occupancies under the NFIP.

Timeshare buildings in the *condominium* form of ownership are eligible for coverage and must be insured under the RCBAP. These buildings are subject to the same eligibility, rating, and coverage requirements as other condominiums, including the requirement that 75% of the area of the building be used for residential purposes.

##### **D. Buildings Within a Non-Condominium Homeowners Association**

When a homeowners association's (HOA) by-laws require the HOA to purchase flood insurance building coverage for its members, the policy must be written in the name of the building owner. The HOA may be listed as an additional insured.

##### **E. Condominium Buildings**

Refer to the Condominiums section of this manual.

#### **VI. INELIGIBLE PROPERTY**

##### **A. Section 1316 Properties**

Coverage may not be available for buildings that are constructed or altered in such a way as to place them in violation of State or local floodplain management laws, regulations, or ordinances. Contents and personal property contained in these buildings are ineligible for coverage.

Section 1316 of the National Flood Insurance Act of 1968 allows States to declare a structure to be in violation of a law, regulation, or ordinance. Flood insurance is not available for properties that are placed on the 1316 Property List. Insurance availability is

restored once the violation is corrected and the 1316 Declaration has been rescinded.

### **B. Container-Type Buildings**

Gas and liquid tanks, chemical or reactor container tanks or enclosures, brick kilns, and similar units, and their contents are ineligible for coverage.

### **C. Buildings Entirely Over Water**

Buildings newly constructed or substantially improved on or after October 1, 1982, and located entirely in, on, or over water or seaward of mean high tide are ineligible for coverage.

### **D. Buildings Partially Underground**

If 50% or more of the building's ACV, including the machinery and equipment, which are part of the building, is below ground level, the building or units and their contents are ineligible for coverage unless the lowest level is at or above the BFE and is below ground by reason of earth having been used as insulation material in conjunction with energy-efficient building techniques.

### **E. Basement/Elevated Building Enclosures**

See the SFIP for specific coverage information.

### **F. CBRS and OPAs**

Certain properties in a CBRS and/or OPA are ineligible for flood insurance. For more information, refer to the CBRS section of this manual.

## **VII. EXAMPLES OF INELIGIBLE RISKS**

Some specific examples of ineligible risks are provided below. See the policy for a definitive listing of property not covered.

### **A. Building Coverage**

1. Boat Repair Dock
2. Boat Storage Over Water
3. Boathouses (exceptions listed on page GR 4)
4. Camper
5. Cooperative Unit within Cooperative Building
6. Decks (except for steps and landing; maximum landing area of 16 sq. ft.)
7. Drive-In Bank Teller Unit (located outside walls of building)
8. Fuel Pump
9. Gazebo (unless it qualifies as a building)
10. Greenhouse (unless it has at least 2 rigid walls and a roof)
11. Hot Tub or Spa (unless it is installed as a bathroom fixture)
12. Open Stadium

13. Pavilion (unless it qualifies as a building)
14. Pole Barn (unless it qualifies as a building)
15. Pumping Station (unless it qualifies as a building)
16. Storage Tank – Gasoline, water, chemicals, sugar, etc.
17. Swimming Pool Bubble
18. Swimming Pool (indoor or outdoor)
19. Tennis Bubble
20. Tent
21. Timeshare Unit within Multi-Unit Building
22. Travel Trailer (unless converted to a permanent on-site building meeting the community's floodplain management permit requirements)
23. Water Treatment Plant (unless at least 51% of its ACV is above ground)

### **B. Contents Coverage**

1. Automobiles – Including dealer's stock (assembled or not)
2. Bailee's Customer Goods – Including garment contractors, cleaners, shoe repair shops, processors of goods belonging to others, and similar risks
3. Contents Located in a Structure Not Eligible for Building Coverage
4. Contents Located In a Building Not Fully Walled and/or Contents Not Secured Against Flotation
5. Motorcycles – Including dealer's stock (assembled or not)
6. Motorized Equipment – Including dealer's stock (assembled or not)

### **C. Non-Residential Condominium Unit**

The owner of a non-residential condominium unit within a residential or a non-residential condominium building cannot purchase building coverage. Contents-only coverage may be purchased by the unit owner.

## **VIII. POLICY EFFECTIVE DATE**

There is a standard 30-day waiting period for new applications and for endorsements to increase coverage, with some exceptions as described in subsection C. Effective Date.

**NOTE:** If a flood that is already in progress began before the effective date of the policy, even if the actual damage occurs after the policy effective date, the loss is not covered.

### **A. Receipt Date (In the Determination of the Effective Date)**

The effective date is determined based in part upon the receipt date as follows:

1. If the Application or endorsement form and the premium payment are received by the insurer within 10 days from the date of application or endorsement request, or if mailed by certified mail within 4 days from the date of application or endorsement request, then the effective date will be calculated from the application or endorsement date. Use the application date or endorsement date plus 9 days to determine whether the Application or endorsement and premium payment were received within 10 days. When sent by certified mail, use the application date or endorsement date plus 3 days to determine whether the Application or endorsement and premium payment were mailed within 4 days.

2. If the Application or endorsement form and the premium payment are received by the insurer after 10 days from the date of application or endorsement request, or are not mailed by certified mail within 4 days from the date of application or endorsement request, then the effective date will be calculated from the date the insurer receives the Application or endorsement and premium payment.

As used in VIII.A.1. and 2. above, the term "certified mail" extends to not only the U.S. Postal Service, but also certain third-party delivery services. Acceptable third-party delivery services include Federal Express (FedEx), United Parcel Service (UPS), and courier services and the like that provide proof of mailing. Third-party delivery is acceptable if the delivery service provides documentation of the actual mailing date and delivery date to the insurer. Bear in mind that third-party delivery services deliver to street addresses but cannot deliver to U.S. Postal Service post office boxes.

#### **B. Presentment of Premium Date Requirements for Loan Closing**

FEMA requires WYO Companies and the NFIP Servicing Agent to record the presentment of premium date, the closing date, and the premium payor (insured, lender, title company, settlement attorney, etc.).

Presentment of premium is defined as:

1. The date of the check or credit card payment by the applicant or the applicant's representative if the premium payment is not part of a loan closing.
2. The date of the closing, if the premium payment is part of a loan closing.

For a loan closing, premium payment from the escrow account (lender's check), title company, or settlement attorney is considered made at closing, if the premium is received by the writing company within 30 days of the closing date.

**NOTE:** An agency check may be used if settlement paperwork or a photocopy of the original check from the lender, title company, or settlement attorney is provided as documentation.

If the premium payment is not part of the closing, the closing date is the effective date only if the application date is on or before the closing and the Application and premium payment are received by the writing company within 10 days of the closing date.

#### **C. Effective Date – New Policy**

##### **1. Standard 30-Day Waiting Period**

The effective date of a new policy will be 12:01 a.m., local time, on the 30th calendar day after the application date and the presentment of premium. This includes new policies obtained when a lender determines that flood insurance is required for an existing loan on a building that does not have flood insurance. (Example: a policy applied for on May 3 will become effective 12:01 a.m., local time, on June 2.) The rules provided in subsection A. Receipt Date must be used.

##### **2. No Waiting Period (Loan Transaction)**

Flood insurance that is initially purchased in connection with the making, increasing, extending, or renewal of a loan shall be effective at the time of loan closing, provided that the policy is applied for at or before closing. Use the rules below to determine the effective date.

- a. Premium payment from the escrow account (lender's check), title company, or settlement attorney is considered made at closing if the check is received by the writing company within 30 days of the closing date (closing date plus 29 days) and the Application is dated on or before the closing date. If received after 30 days, the effective date is the receipt date regardless of the flood zone.
- b. If premium payment is from other than the escrow account (lender's check), title company, or settlement attorney, and the Application is dated on or before the loan closing date, the effective date is the closing date if the Application and premium are received within 10 days of the closing date (closing date plus 9 days). If received after 10 days, the effective date is the receipt date regardless of the flood zone.

(Example: presentment of premium and application date – April 3; refinancing – April 3 at 3:00 p.m.; policy effective date – April 3 at 3:00 p.m.)

The insurer may rely on an agent's/producer's representation on the Application that the loan

exception applies unless there is a loss during the first 30 days of the policy period. In that case, the insurer must obtain documentation of the loan transaction, such as settlement papers, to verify the effective date of the policy before adjusting the loss.

### 3. 1-Day Waiting Period (Map Revision)

Flood insurance initially purchased during the 13-month period beginning on the effective date of a map revision shall be effective 12:01 a.m., local time, the day after the date of application and the presentment of premium. The rules provided in subsection A. Receipt Date must be used.

The 1-day waiting period rule applies only where the FHBM or FIRM is revised to show the building to be in an SFHA when it had not been in an SFHA. (*Example:* FIRM revised – January 1, 2009; policy applied for and presentment of premium – August 3, 2009; policy effective date – August 4, 2009.) The 1-day waiting period rule applies for all buildings, including those owned by condominium associations.

The insurer may rely on an agent's/producer's representation on the Application that the map revision effective date exception applies unless there is a loss during the first 30 days of the policy period. In that case, the insurer must obtain documentation, such as a copy of the previous and current map or other documentation confirming the map revision or update, to verify the effective date of the policy before adjusting the loss.

The 1-day waiting period applies only to the initial purchase of flood insurance, which includes coverage already in effect on the map revision date. The 1-day waiting period rule does not apply to renewals or transfers of business effective after the initial purchase of flood insurance.

### 4. No Waiting Period (in Connection with the Purchase of an RCBAP)

When a condominium association is purchasing an RCBAP, the 30-day waiting period does not apply if the condominium association is required to obtain flood insurance as part of the security for a loan under the name of the condominium association. The coverage is effective upon completion of an Application and presentment of premium. The rules provided in subsection A. Receipt Date must be used unless the premium payment was made from the escrow account (lender's check), title company, or settlement attorney.

The insurer may rely on an agent's/producer's representation on the Application that the loan

exception applies unless there is a loss during the first 30 days of the policy period. In that case, the insurer must obtain documentation of the loan transaction, such as settlement papers, to verify the effective date of the policy before adjusting the loss.

### 5. Submit-for-Rate Submission

With 2 exceptions, the effective date of a new policy will be 12:01 a.m., local time, on the 30th calendar day after the presentment of premium.

The 2 exceptions are as follows:

a. There is no waiting period if the Initial purchase of flood insurance on an Application requiring the Submit-for-Rate procedure is in connection with making, increasing, extending, or renewing a loan, provided that the policy is applied for and the presentment of premium is made at or prior to the loan closing. The rules provided in subsection A. Receipt Date must be used unless the premium payment was made from the escrow account (lender's check), title company, or settlement attorney.

The insurer may rely on an agent's/producer's representation on the Application that the loan exception applies unless there is a loss during the first 30 days of the policy period. In that case, the insurer must obtain documentation, such as settlement papers, to verify the effective date of the policy before adjusting the loss.

b. During the 13-month period beginning on the effective date of a map revision, the effective date of a new policy shall be 12:01 a.m., local time, following the day after the date the increased amount of coverage is applied for and the presentment of additional premium is made. This rule applies only on an initial purchase of flood insurance where the FHBM or FIRM is revised to show the building to be in an SFHA when it had not been in an SFHA. The rules provided in subsection A. Receipt Date must be used.

The insurer may rely on an agent's/producer's representation on the Application that the map revision effective date exception applies unless there is a loss during the first 30 days of the policy period. In that case, the insurer must obtain documentation, such as a copy of the previous and current map or other documentation confirming the map revision or update, to verify the effective date of the policy before adjusting the loss.



## 6. Contents Only

Unless the contents are part of the security for a loan, the 30-day waiting period applies to the purchase of contents-only coverage.

## 7. Community's Initial Entry or Conversion from Emergency to Regular Program

Process according to rules C.1 through C.7 above and D.1–D.3 and F.1–F.2 below.

## D. Effective Date – Endorsement

### 1. Standard 30-Day Waiting Period

The effective date for new coverage or an increase in limits on a policy in force shall be 12:01 a.m., local time, on the 30th calendar day following the date of endorsement and the presentment of additional premium, or on such later date set by the insured to conform with the reason for the change. The rules provided in subsection A. Receipt Date must be used.

### 2. No Waiting Period (Loan Transaction)

The 30-day waiting period does not apply when the additional amount of flood insurance is required in connection with the making, increasing, extending, or renewing of a loan, such as a second mortgage, home equity loan, or refinancing. The increased amount of flood coverage shall be effective at the time of loan closing, provided that the increased amount of coverage is applied for at or before closing. The rules provided in subsection A. Receipt Date must be used.

The insurer may rely on an agent's/producer's representation on the endorsement that the loan exception applies unless there is a loss during the first 30 days after the endorsement effective date. In that case, the insurer must obtain documentation of the loan transaction, such as settlement papers, before adjusting the loss.

### 3. 1-Day Waiting Period (Map Revision)

The first increase in coverage requested during the 13-month period beginning on the effective date of a map revision shall be effective 12:01 a.m., local time, the day after the endorsement date and presentment of the additional premium. This rule applies only where the FHBM or FIRM is revised to show the building to be in an SFHA when it had not been in an SFHA. The rules provided in subsection A. Receipt Date must be used.

## E. Effective Date – Renewal

### 1. Inflation Increase Option

The 30-day waiting period does not apply when an additional amount of insurance is requested at renewal time that is no more than the amount of increase recommended by the insurer on the renewal bill to keep pace with inflation.

If a revised renewal offer results from an endorsement that increases coverage more than the previously offered inflation increase option and becomes effective at least 30 days before renewal, the revised limits will apply at policy renewal. The revised renewal offer must be generated at least 30 days before the policy renewal in order for these revised limits to take effect at renewal.

In either situation, the increased amount of coverage will be effective at 12:01 a.m. on the date of policy renewal provided the premium for the increased coverage is received before the expiration of the grace period.

### 2. Higher PRP and Newly-Mapped-Rated Policy Coverage Limits

The 30-day waiting period does not apply to a renewal offer to the insured for the next-higher limits available under the PRP and the Newly-Mapped-rated policy.

### 3. Deductible Reduction

The deductible amount may be reduced at the time of renewal. In order for the deductible reduction to take effect on the renewal date, the request and full premium must be received at least 30 days prior to the renewal effective date, except when the deductible reduction is part of the renewal offer and the renewal offer reflecting the deductible reduction was made at least 30 days prior to the renewal date.

## F. Effective Date – Change/Correction

### 1. Post-Wildfire Conditions

The 30-day waiting period does not apply if a property has been affected by flooding from Federal land that was caused by post-wildfire conditions. If the specific property suffers a loss and a claim is submitted, the insurer should evaluate whether the conditions warrant the exception of the 30-day waiting period. The following requirements must be met: the community where the property is located has been determined to be at an elevated risk of flood and a wildfire containment date has been issued; the adjuster determines that the flood causing the loss was

,affected by flooding from Federal land and caused by intense post-wildfire conditions; and the policy was purchased no later than 60 days after the fire containment date.

## 2. Rewrite of a Standard-Rated Policy to a PRP/Newly-Mapped-Rated Policy

The 30-day waiting period does not apply when an insured decides to rewrite the existing policy at the time of renewal from a standard-rated policy to a PRP/Newly-Mapped-rated policy, provided that the selected PRP/Newly-Mapped-rated policy coverage limit amount is no higher than the next-highest PRP/Newly-Mapped-rated policy amount above that which was carried on the standard-rated policy using the highest of building and contents coverage. If the standard-rated policy has only contents coverage and is rewritten as a contents-only PRP/Newly-Mapped-rated policy, the 30-day waiting period does not apply.

When converting a standard-rated policy to a PRP/Newly-Mapped-rated policy, the 30-day waiting period will not apply if the standard-rated policy has only building coverage and is rewritten as a PRP/Newly-Mapped-rated policy that includes contents coverage.

In addition, if the structure is no longer eligible under the PRP/Newly-Mapped-rated policy or the insured decides to rewrite the existing PRP/Newly-Mapped-rated policy at renewal time to a standard-rated policy, the 30-day waiting period does not apply provided the coverage limit amount is no more than the previous PRP/Newly-Mapped-rated policy coverage amount or the next-higher PRP/Newly-Mapped-rated policy amount above that.

## IX. COVERAGE

### A. Limits of Coverage

Coverage may be purchased subject to the limits available under the Program phase in which the community is participating. Duplicate policies are not allowed. Refer to the Rating section of this manual for additional information regarding coverage limits.

### B. Deductibles

Deductibles apply separately to building coverage and to contents coverage. See the Rating section of this manual for deductible options and factors.

### C. Coverage D – Increased Cost of Compliance (ICC) Coverage

The ICC limit of liability is \$30,000. The SFIP pays for complying with a State or local floodplain management

law or ordinance affecting repair or reconstruction of a structure suffering flood damage. Compliance activities eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of the insured structure. Eligible floodproofing activities are limited to non-residential structures and residential structures with basements that satisfy FEMA's standards published in the Code of Federal Regulations [44 CFR 60.6 (b) or (c)].

ICC coverage is mandatory for all SFIPs, except that coverage is not available for:

1. Policies issued or renewed in the Emergency Program.
2. Condominium units, including townhouse/rowhouse condominium units. (The condominium association is responsible for complying with mitigation requirements.)
3. Group Flood Insurance Policies.
4. Appurtenant structures, unless covered by a separate policy.

ICC coverage contains exclusions in addition to those highlighted here. See the policy for a list of exclusions.

To be eligible for claim payment under ICC, a structure must:

- Be a repetitive loss structure as defined, for which the NFIP paid a previous qualifying claim, in addition to the current claim. The State or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or
- Be a structure that has sustained substantial flood damage. The State or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.

The ICC Premium is not eligible for the deductible discount. First calculate the deductible discount, then add in the ICC Premium for each policy year.

### D. Reduction of Coverage Limits or Reformation

In the event that the premium payment received is not sufficient to purchase the amounts of insurance requested, the policy shall be deemed to provide only such insurance as can be purchased for the entire term of the policy for the amount of premium received.

With 2 exceptions, where insufficient premium or incomplete rating information is discovered after a loss, the complete provisions for reduction of coverage limits or reformation are described in:

- Dwelling Form, section VII, paragraph G.
- General Property Form, section VII, paragraph G.
- Residential Condominium Building Association Policy (RCBAP), section VIII, paragraph G.

The property must be insured using the correct SFIP form in order for these 2 exceptions to apply.

The 2 exceptions are following and apply only when after a loss it is discovered that the premium is insufficient to provide the coverage requested, or there is critical rating information missing that is necessary to properly rate the policy:

1. Any additional premium due will be calculated prospectively from the date of discovery; and
2. The automatic reduction in policy limits is effective the date of discovery.

This will provide policyholders with the originally requested limits at the time of a claim arising before the date of discovery without paying any additional premium. Policyholders will then have 30 days to pay the additional premium that is due for the remainder of the policy term, to restore the originally requested limits without a waiting period. If additional information is needed, policyholders will have 60 days to obtain the additional information, and then 30 days to pay the additional premium due for the remainder of the term, to restore the originally requested limits without a waiting period.

In addition, payment of the claim will not be delayed because of additional information needed to calculate the correct payment.

If a claim occurs after the notice requesting additional information or additional premium due is sent to the policyholder, that claim cannot be processed with the originally requested amount of coverage limits until the information, if required, and the premium are received by the company within the required time.

However, all claim payments will be based on the coverage limitations provided in accordance with the correct flood zone for the building location and not on the zone shown on the flood policy if it is in error.

For example, if a policy for a Post-FIRM, elevated building is written incorrectly in a non-SFHA (e.g., Zone X), and at the time of the loss the property is determined to be located in an SFHA (e.g., Zone AE), then the claim is paid in accordance with the coverage limitations applicable to the SFHA.

**NOTE:** When coverage is issued using an incorrect SFIP form, the policy is void and the coverage must be written under the correct form. The provisions of the correct SFIP form apply. The

coverage limits must be reformed according to the provisions of the correct SFIP form and cannot exceed the coverage limits originally issued under the incorrect policy.

## E. Loss Assessments

The Dwelling Form provides limited coverage for loss assessments against condominium unit owners for flood damage to common areas of any building owned by the condominium association. The RCBAP and General Property Forms do not provide assessment coverage. The Dwelling Form provides assessment coverage only under the circumstances, and to the extents, described below.

1. No RCBAP
  - a. If the unit owner purchases building coverage under the Dwelling Form and there is no RCBAP, the Dwelling Form responds to a loss assessment against the unit owner for damages to common areas, up to the building coverage limit under the Dwelling Form.
  - b. If there is damage to building elements of the unit as well, the building coverage limit under the Dwelling Form may not be exceeded by the combined settlement of unit building damages, which would apply first, and the loss assessment.
2. RCBAP Insured to at Least 80% of the Building Replacement Cost
  - a. If the unit owner purchases building coverage under the Dwelling Form and there is an RCBAP insured to at least 80% of the building replacement cost at the time of loss, the loss assessment coverage under the Dwelling Form will pay that part of a loss that exceeds 80% of the association's building replacement cost.
  - b. The loss assessment coverage under the Dwelling Form will not cover the association's policy deductible purchased by the condominium association.
  - c. If there is damage to building elements of the unit as well, the Dwelling Form pays to repair unit building elements after the RCBAP limits that apply to the unit have been exhausted. The coverage combination cannot exceed the maximum coverage limits available for a single-family dwelling.
3. RCBAP Insured to Less Than 80% of the Building Replacement Cost
  - a. If the unit owner purchases building coverage under the Dwelling Form and there is an RCBAP insured to less than 80% of the

building replacement cost at the time of loss, the loss assessment coverage cannot be used to reimburse the association for its co-insurance penalty.

- b. The covered damages to the condominium association building must be greater than 80% of the building replacement cost at the time of loss before the loss assessment coverage becomes available under the Dwelling Form. Covered repairs to the unit, if applicable, would have priority over loss assessments.

For more information on this topic, see "E. Assessment Coverage" in the Condominiums section and Section III. C. 3. of the Dwelling Form, "Condominium Loss Assessments," in the Policy section of this manual.

## **F. Tenant's Coverage**

### **1. Building Coverage**

The building owner must be named on the policy. If building coverage is purchased by a tenant due to a lease agreement, the tenant may also be named on the policy. Coverage for contents owned by the tenant must be written on a separate policy in the name of the tenant only.

**NOTE:** Duplicate coverage is not permitted under the NFIP, so only 1 policy can be issued for building coverage.

### **2. Contents Coverage**

Under the Dwelling Form and General Property Form, tenants may purchase contents coverage, which includes coverage for Improvements and betterments.

The maximum amount payable for improvements and betterments in the building occupied by the insured is 10% of the contents limit of liability shown on the declarations page. Under the Dwelling Form and the General Property Form, such property includes improvements such as fixtures, alterations, installations, and additions that become part of the building. Under both forms, such property must be acquired or made solely at the tenant's expense. Use of this option reduces the policy limits of insurance available for contents. This policy is issued in the tenant's name only.

## **G. Duplicate Policies**

The SFIP prohibits duplicate building coverage. If there is more than one policy with building coverage covering the same building, all but one of the policies must be canceled or endorsed to remove building coverage.

The SFIP duplicate policy provisions will apply. For additional guidance, refer to the Endorsement and Cancellation sections of this manual.

## **H. Coverage for Building Items Under the Condominium Unit-Owners' Contents Coverage**

Under the Dwelling Form and General Property Form, coverage for additions and alterations to condominium units is provided for condominium unit owners who have purchased personal property coverage. The maximum amount payable for this coverage is 10% of the personal property limit of liability shown on the declarations page. This coverage will apply to additions or alterations made by a unit owner to the interior walls, floor, and ceiling of a condominium unit (not otherwise covered under a flood insurance policy purchased by the condominium association). Use of this coverage reduces the amount of insurance available for personal property.

## **X. SPECIAL RATING SITUATIONS**

### **A. Tentative Rates**

Tentative rates are applied when agents/producers are unable to provide all required underwriting information necessary to rate the policy. Tentatively rated policies cannot be endorsed to increase coverage limits or renewed for another policy term until required full-risk rating information and full premium payment are received by the insurer. If a loss occurs on a tentatively rated policy, the loss payment will be limited by the lower of the amount of coverage that the premium initially submitted will purchase (using the correct full-risk rating information), or the amount requested by application. For more information, see the Tentative Rates subsection in the Rating section of this manual.

### **B. Submit-for-Rate**

Some risks, because of their unique underwriting characteristics, cannot be rated using this manual and must be submitted to the insurer. The insurer must obtain all information necessary to properly rate and issue the policy. Policies for Submit-for-Rate risks are re-rated annually. For additional information, refer to the Submit-for-Rate subsection in the Rating section of this manual.

The policy effective date for a Submit-for-Rate risk is determined based on the date of application and receipt of premium, in the same manner as all other policies. See New Policy (Submit-for-Rate submission) in the Effective Date subsection of this section for the applicable waiting period information.

### C. Provisional Rates

Rules applicable to provisionally rated policies are provided in the Provisional Rating section of this manual.

### D. Buildings in More Than 1 Flood Zone/BFE

Buildings, not the land, located in more than 1 flood zone/BFE must be rated using the more hazardous zone/BFE.

This condition applies even though the portion of the building located in the more hazardous flood risk zone/BFE may not be covered under the SFIP, such as a deck attached to a building. (*Example:* The building must be rated using the more hazardous flood risk zone/BFE if any portion of the attached deck foundation extends into the more hazardous flood risk zone/BFE. If the attached deck overhangs the more hazardous flood risk zone/BFE, but its foundation system does not extend into more hazardous flood risk zone/BFE, then the building must be rated using the flood risk zone/BFE where the building foundation is located.)

### E. Different BFEs Reported

When the BFE shown on a Flood Zone Determination is different than that shown on the Elevation Certificate, and the zone and the map information (community number, panel number, and suffix) are the same on both documents, the BFE shown on the Elevation Certificate must be used to rate the policy. In all cases, the zone and BFE must be from the FIRM in effect on the application date or renewal effective date unless grandfathering.

### F. Flood Zone Discrepancies

When presented with 2 different flood zones, use the more hazardous flood zone for rating unless the building qualifies for grandfathering (see XIV.D. in the Rating section of this manual). The map information (community number, panel number, and suffix) and BFE must come from the same source as the zone used to rate the policy.

**NOTE:** The NFIP rules allow the continued use of the flood zone and/or BFE that was in effect at the time of application or renewal even when a map revision that changes the zone and/or BFE occurs after the policy effective date.

## XI. MISCELLANEOUS

### A. Policy Term

The policy term available is 1 year for both NFIP Direct business policies and policies written through WYO Companies.

### B. Application Submission

Flood insurance applications and premium payments must be made promptly to the insurer. The date of receipt of premium by the insurer is determined by either the date received at its office or the date of certified mail. In the context of submission of applications, endorsements, and premiums to the insurer, the term "certified mail" includes the U.S. Postal Service and certain third-party delivery services. For details, see subsection A. Receipt Date of this section.

Agents/producers are encouraged to submit flood insurance applications by certified mail. Certified mail ensures the earliest possible effective date if the Application and premium are received by the insurer more than 10 days from the application date. The date of certification becomes the date of receipt by the insurer.

### C. Delivery of the Policy

The policy contract must be sent to the insured on new business or when changes are made to the policy form. The policy declarations page must be sent to the insured, agent/producer, and, if applicable, lender.

### D. Evidence of Insurance

A copy of the Flood Insurance Application and premium payment, or a copy of the declarations page, is sufficient evidence of proof of purchase for new policies. The NFIP does not recognize binders. However, for informational purposes only, the NFIP recognizes certificates or evidences of flood insurance, and similar forms, provided for renewal policies if the following information is included:

1. Policy Form/Type (GP, DP, RCBAP\*, PRP)
2. Policy Term
3. Policy Number
4. Insured's Name and Mailing Address
5. Property Location
6. Current Flood Risk Zone
7. Rated Flood Risk Zone (zone used for rating, including when grandfathering or issuing coverage under the Newly Mapped procedure)
8. Grandfathered: Y/N
9. Mortgagee Name and Address
10. Coverage Limits and Deductibles
11. Annual Premium

\* For an RCBAP, include the number of units and Replacement Cost Value (RCV) of the building.

## **E. Assignment**

A building owner's flood insurance building policy may be assigned to a purchaser of the insured building with the written consent of the seller. The seller must sign the assignment endorsement on or before the closing date. If applicable, primary residency must be validated at the time of assignment. Failure to submit primary residency documentation will result in non-primary residence charges effective the assignment date.

Policies on buildings in the course of construction and policies insuring contents only may not be assigned.

## **F. Transfer of Business**

When an agent/producer moves any or all of their existing books of business from one insurer to another, this is considered a transfer of business. The new insurer must collect all underwriting information required at the time of the transfer in order to verify the correct rating and issuance of the policy. A declarations page usually does not provide all the required underwriting information.

The insurer must also obtain, either from the insured or the agent, the documentation required to verify the following:

- For all properties, primary/non-primary residence status
- For PRP transfers, documented eligibility for the PRP, including verification of the flood zone.
- For Newly Mapped properties, documentation of both the current and previous flood zones.
- For RCBAPs, all information needed to issue and rate the policy, including photos and RCV documentation.

The new insurer may use the elevation information on the declarations page issued by the previous insurer only when both the Lowest Floor Elevation (LFE) and the Base Flood Elevation (BFE) are provided. The elevation information on the previous declarations page must be validated when there is a discrepancy in the building description, such as, but not limited to, instances where the Application indicates a basement or an enclosure, and the previous declarations page does not, or where the Application describes a non-elevated building and the previous declarations page describes an elevated building.

Effective on or after April 1, 2015, all elevation-rated policies being transferred require photographs. The photographs on file with the previous insurer may be submitted to the new insurer and used to issue coverage if there have been no structural changes that affect the building's rating.

**NOTE:** A transfer of business does not include conversions of an insurer's entire book of business from one insurer or third-party administrator to another. When an insurer acquires another insurer's book of business, all underwriting files must be transferred in their entirety to the new insurer.

## **G. Agents'/Producers' Commissions (NFIP Direct Business Only)**

The earned commission may be paid only to property or casualty insurance agents/producers duly licensed by a State insurance regulatory authority. It shall not be less than \$10 and is computed for both new and renewal policies as follows: Based on the Total Amount Due (less the Reserve Fund Assessment, Probation Surcharge, HFIAA Surcharge, and Federal Policy Fee) for the policy term, the commission will be 15% of the first \$2,000 of annualized premium and 5% on the excess of \$2,000.

Calculated commissions for mid-term endorsements and cancellation transactions will be based upon the same commission percentage that was paid at the policy term's inception.

Commissions for all Scheduled Building Policies are computed as though each policy were separately written.

For calculation of commission on an RCBAP, see the Condominiums section of this manual.

## **H. Contract Agent Rule**

A "Contract Agent" is an employee of a WYO Company, or an agent/producer under written contract with a WYO Company, empowered to act on the company's behalf and with authority to advise an applicant for flood insurance that the company will accept the risk. The effective date for a policy written through a Contract Agent has a waiting period that begins on the agent's/producer's or employee's receipt of the premium and completion of the Application.

An agent/producer under written contract to a WYO Company is not a Contract Agent if the WYO Company reserves the right to reject the risk.

To establish a Contract Agent relationship acceptable to the NFIP, the WYO Company must include the stipulations above in its written contract with the agent/producer or employee.

## **I. Rebating of Agents'/Producers' Commissions (NFIP Direct and WYO Companies)**

Insurance rebating is a practice whereby insurance agents/producers return a portion of their

commission as an incentive to applicants to purchase flood insurance.

Insurers shall not allow any form of rebating or other form of compensation to applicants from commissions on new or renewal NFIP policies written with an effective

date of October 1, 2012, or later. This applies in all cases, even those in which the premium payment was received before October 1, 2012.



P.O. BOX 457 CYNTHIANA, KENTUCKY 41031  
Telephone (859) 234-6900 Fax (859) 234-3480  
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March 11, 2015

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MAR. 4.	9:23AM		ESM	0'25"	P. 1	OK	1296
	3:45PM	My Organization	ESM	1'22"	P. 2	OK	1301
MAR. 5.	12:12PM		ESM	0'24"	P. 2	OK	1306
	3:05PM		ESM	0'25"	P. 2	OK	1307
MAR. 6.	12:58PM		ESM	0'16"	P. 1	OK	1311
	3:01PM		ESM	1'14"	P. 2	OK	1313
MAR. 9.	9:01AM		ESM	0'25"	P. 2	OK	1318
	11:27AM		ESM	0'25"	P. 1	OK	1320
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< RECEPTION >							
DATE	TIME	ADDRESS	MODE	TIME	PAGE RESULT	USER NAME	FILE
MAR. 2.	12:35PM		ES	0'57"	P. 2	OK	1276
	2:02PM		ES	1'45"	P. 5	OK	1277
	4:14PM		ES	0'44"	P. 1	OK	1278
	4:18PM	NextivaFax	ED	0'48"	P. 2	OK	1279
	4:53PM	4799270700	ES	0'16"	P. 1	OK	1280
	5:01PM	ESAR (859) 231-5340	D	1'13"	P. 2	OK	1281
	5:32PM		ES	0'53"	P. 1	OK	1282
	8:46PM	Mueller	ED	0'23"	P. 1	OK	1283
MAR. 3.	8:14AM	NextivaFax	ED	0'46"	P. 2	OK	1284
	12:04PM	Fastenal Company	D	1'29"	P. 2	OK	1285
	12:31PM		ES	0'25"	P. 2	OK	1286
	2:26PM		ES	0'38"	P. 3	OK	1287
	4:17PM		ES	0'54"	P. 4	OK	1289
	5:04PM		ES	0'32"	P. 3	OK	1291
	5:36PM		ES	1'24"	P. 6	OK	1292
MAR. 4.	5:49PM	your fax number	ED	0'34"	P. 1	OK	1293
	8:06AM	8654631603	ED	0'43"	P. 1	OK	1294
	9:12AM	8172951496	ES	0'26"	P. 1	OK	1295
	10:15AM	859 293 2533	ES	0'38"	P. 3	OK	1298
	4:39PM	NextivaFax	ED	0'46"	P. 2	OK	1302
MAR. 5.	4:48PM	夕ムシ	D	1'20"	P. 1	OK	1303
	10:35AM		ES	0'24"	P. 2	OK	1304
	10:42AM		ED	0'40"	P. 1	OK	1305
	5:20PM		D	1'16"	P. 2	OK	1308
	10:50PM	Kenny Pipe	ED	0'33"	P. 1	OK	1309
MAR. 6.	8:47AM	865 540 1509	ED	0'51"	P. 1	OK	1310
MAR. 7.	3:12AM	Duplicator Sales & S	ED	0'37"	P. 1	OK	1314
	12:28PM		ES	0'36"	P. 3	OK	1315
	12:36PM	85966248899	ES	0'50"	P. 4	OK	1316
MAR. 8.	7:50PM	16062866187	ES	1'12"	P. 1	OK	1317
MAR. 9.	9:40AM		ES	0'58"	P. 6	OK	1319
	1:04PM	BEACON CAP	ED	0'52"	P. 2	OK	1321
	4:58PM	18593738142	ES	0'29"	P. 2	OK	1322
	8:22PM		S	0'44"	P. 1	OK	1323
	10:50PM	Kenny Pipe	ED	0'47"	P. 2	OK	1324
MAR. 10.	8:50AM	Fax Server	ED	0'55"	P. 5	OK	1325
	9:12AM		ES	0'31"	P. 1	OK	1326
	1:27PM	18007933046	D	8'22"	P. 9	OK	1327
	2:44PM	800-869-0617	ED	0'32"	P. 1	OK	1328
	4:30PM	865 450 9111	ED	0'20"	P. 1	OK	1329

TX 0019986

# : BATCH  
M : MEMORY TX  
S : STANDARD  
U : SUPER FINE  
\* : LAN-FAX

C : CONFIDENTIAL  
L : SEND LATER  
D : DETAIL  
X : EXTRA SUPER FINE  
+ : ROUTING

RX 0077453

\$ : TRANSFER  
@ : FORWARDING  
F : FINE  
b : COLOR  
Q : RECEPT. NOTICE REQ.

P : POLLING  
E : ECM  
O : 300dpi  
!\$ : REMOTE TRANSFER  
A : RECEPT. NOTICE



LEXINGTON  
**HERALD-LEADER**

**Barbara Jarvis***Advertising Sales Associate*

---

100 Midland Ave. • Lexington, Kentucky 40508-1999 • Office 859/231-1460 FAX: 859/231-1389 • E-Mail: hllegalads@herald-leader.com

March 11, 2015

Judy Construction Co.  
PO Box 457  
Cynthiana, KY 41031  
859-234-6900 (phone)  
859-234-3480 (fax)

Hi Clinton:

Your ad is scheduled for tomorrow, Thursday, March 12. The cost for this ad will be \$123.68. A confirmation copy follows this cover sheet. Please look over the confirmation to make sure everything is correct. Please let me know if there is anything else I can do for you.

Thank you,

*Barbara Jarvis*

Lexington Herald-Leader  
859-231-1460 (direct)  
859-231-1389 (fax)

LEXINGTON kentucky.com  
**HERALD-LEADER**



**Customer**  
 JUDY CONSTRUCTION COMPANY

**Customer Account**  
 171819

**Customer Address**  
 PO BOX 457  
 CYNTHIANA KY 41031 USA

**Customer Phone**  
 859-234-6900

**Sales Rep.**  
 bjarvis@herald-leader.com

**Order Taker**  
 bjarvis@herald-leader.com

**Payor Customer**  
 JUDY CONSTRUCTION COMPANY

**Payor Account**  
 171819

**Payor Address**  
 PO BOX 457  
 CYNTHIANA KY 41031 USA

**Payor Phone**  
 859-234-6900

Notice to subcontractors  
 Judy Construction Company is bidding as a general contractor to the Lexington Fayette Urban County Government, Lexington, KY on the Wolf Run Wet Weather Storage on March 24, 2015. Opportunities exist for the following trades: Misc. Fabricated Metals, HVAC, Painting, Electrical, Paving, Resteel Installation, Seeding, Fencing, Roofing and Masonry. Subcontractors should contact our office 859-234-6900 or write PO Box 457, Cynthiana, KY 41031. Plans and specs may also be reviewed in Tetra Tech's office. Minorities are encouraged to apply.  
 AN EQUAL OPPORTUNITY ORGANIZATION  
0001 611705-01

<u>PO Number</u>	<u>Payment Method</u>	<u>Blind Box</u>
<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>
1	1	0

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>
\$123.68	\$0.00	\$123.68

<u>Payment Amt</u>	<u>Amount Due</u>
\$0.00	\$123.68

<u>Ad Number</u>	<u>Ad Size</u>	<u>Color</u>
0001616705-01	1.0 X 39 Li	<NONE>

<u>Product Information</u>	<u># Inserts</u>	<u>Cost</u>
<u>Placement/Classification</u>		
<u>Position</u>		
<u>Run Dates</u>		
<u>Run Schedule Invoice Text</u>		

LEX-Herald-Leader:Print:	1	\$123.68
0300 - Legals Classified		
0301-Legals & Public Notices		
3/12/2015		
Notice to Subcontractors Judy Construction Company is biddin		

## Linda Jones

---

**From:** Linda Jones  
**Sent:** Wednesday, March 18, 2015 11:12 AM  
**To:** 'Sharif, Farha'  
**Subject:** RE: Contact Info-The Courier Journal  
**Attachments:** Courier Journal.doc

Please see attached.

Thanks,

Linda

---

**From:** Sharif, Farha [<mailto:fsharif@gannett.com>]  
**Sent:** Wednesday, March 18, 2015 11:08 AM  
**To:** Linda Jones  
**Subject:** Contact Info-The Courier Journal

Hello Linda,

It was a pleasure speaking with you. Request you to email me the text so I can give you pricing for it. Look forward to working with you.

Thanks,

### Farah Sharif

Recruitment Consultant

**Gannett** | **CareerBuilder.com**

(888) 986-9854 | Direct Toll Free

[fsharif@gannett.com](mailto:fsharif@gannett.com)

---

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2015.0.5751 / Virus Database: 4311/9330 - Release Date: 03/18/15



P.O. BOX 457 CYNTHIANA, KENTUCKY 41031  
Telephone (859) 234-6900 Fax (859) 234-3480  
www.judyconstructionco.com

March 18, 2015

Courier Journal  
525 W. Broadway  
Louisville, KY 40202

TO WHOM IT MAY CONCERN:

We request that the following ad be run in your paper in the "Bids/Proposals" section:

---

**NOTICE TO SUBCONTRACTORS (Bold Print Please)**

Judy Construction Company is bidding as a general contractor to the Lexington Fayette Urban County Government, Lexington, KY on the Wolf Run Wet Weather Storage on March 24, 2015. Opportunities exist for the following trades: Misc. Fabricated Metals, HVAC, Painting, Electrical, Paving, Resteel Installation, Seeding, Fencing, Roofing and Masonry. Subcontractors should contact our office (859) 234-6900 or write P.O. Box 457, Cynthiana, KY 41031. Plans and specs may also be reviewed in Tetra Tech's office. Minorities are encouraged to apply.

---

**AN EQUAL OPPORTUNITY ORGANIZATION**

---

We would appreciate it if you would run this ad in your next edition.

Please send a copy of the ad to our office to the attention of the undersigned. All billing information appears on the top of this letter with the exception of the street address, which is 103 S. Church St.

Thank you,

  
Clinton Jones

CJ/lj



**Linda Jones**

---

**From:** Linda Jones  
**Sent:** Wednesday, March 18, 2015 3:14 PM  
**To:** 'Sharif, Farha'  
**Subject:** RE: Contact Info-The Courier Journal

Please use the \$894 quote.

Thanks for your help.

Linda Jones  
Judy Construction Company

---

**From:** Sharif, Farha [<mailto:fsharif@gannett.com>]  
**Sent:** Wednesday, March 18, 2015 2:47 PM  
**To:** Linda Jones  
**Subject:** RE: Contact Info-The Courier Journal

Dear Linda,

Please find the two different quotes below for this Sunday ad. Let me know which one you approve.

**NOTICE TO SUBCONTRACTORS**  
Judy Construction Company is bidding as a general contractor to the Lexington Fayette Urban County Government, Lexington, KY on the Wolf Run Wet Weather Storage on March 24, 2015. Opportunities exist for the following trades: Misc. Fabricated Metals, HVAC, Painting, Electrical, Paving, Resteel Installation, Seeding, Fencing, Roofing and Masonry. Subcontractors should contact our office (659) 234-6900 or write P.O. Box 457, Cynthiana, KY 41031. Plans and specs may also be reviewed in Tetra Tech's office. Minorities are encouraged to apply.  
**AN EQUAL OPPORTUNITY ORGANIZATION**

**Total Investment - \$934**

**NOTICE TO SUBCONTRACTORS**  
Judy Construction Company is bidding as a general contractor to the Lexington Fayette Urban County Government, Lexington, KY on the Wolf Run Wet Weather Storage on March 24, 2015. Opps exist for the following trades: Misc. Fabricated Metals, HVAC, Painting, Elect., Paving, Resteel Installation, Seeding, Fencing, Roofing and Masonry. Subcontractors should call (659) 234-6900 or write P.O. Box 457, Cynthiana, KY 41031. Plans and specs may also be reviewed in Tetra Tech's office. Minorities are encouraged to apply.  
**AN EQUAL OPPORTUNITY ORGANIZATION**

**Total Investment - \$894**

**From:** Linda Jones [<mailto:ljones@judyconstructionco.com>]  
**Sent:** Wednesday, March 18, 2015 11:12 AM  
**To:** Sharif, Farha  
**Subject:** RE: Contact Info-The Courier Journal

Please see attached.

Thanks,

Linda

---

**From:** Sharif, Farha [<mailto:fsharif@gannett.com>]

**Sent:** Wednesday, March 18, 2015 11:08 AM

**To:** Linda Jones

**Subject:** Contact Info-The Courier Journal

Hello Linda,

It was a pleasure speaking with you. Request you to email me the text so I can give you pricing for it. Look forward to working with you.

Thanks,

**Farah Sharif**

Recruitment Consultant

**Gannett** | [CareerBuilder.com](http://CareerBuilder.com)

(888) 986-9854 | Direct Toll Free

[fsharif@gannett.com](mailto:fsharif@gannett.com)

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No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2015.0.5751 / Virus Database: 4311/9330 - Release Date: 03/18/15

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Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2015.0.5751 / Virus Database: 4311/9330 - Release Date: 03/18/15

## SECTION 00100 - ADVERTISEMENT FOR BIDS

### 1.01 INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government until 2pm, local time, March 24, 2015 for furnishing all labor and/or materials and performing all work as set forth in the Contract Documents prepared by and for Lexington-Fayette Urban County Government, Division of Water Quality. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

### 1.02 DESCRIPTION OF WORK

The project includes providing all construction supervision, labor, materials, tools, test equipment necessary for the construction of a 1.8 million gallon wastewater storage tank, a diversion structure, a 7.3 million gallon a day wet weather pump station and valve vault, a discharge valve vault, and the installation of approximately 250 linear feet of sanitary sewer line. The project will also consist of all site and electrical work.

### 1.03 OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents may be obtained from Lynn Imaging, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 or ([www.lynnimaging.com](http://www.lynnimaging.com)) and click on planroom for a non-refundable price of reproduction for each full set of plans and documents. Contract Documents may be examined at the following places:

LFUCG  
Division of Central Purchasing  
200 East Main Street  
Third Floor, Room 338  
Lexington, KY 40507  
(859) 258-3320

McGraw-Hill Co./F.W. Dodge  
2321 Fortune Drive  
Suite 112-A  
Lexington, KY 40509

LFUCG  
Division of Water Quality  
125 Lisle Industrial Avenue  
Lexington, KY 40511  
(859) 425-2400

Builders Exchange  
1035 Strader Drive  
Suite 100  
Lexington, KY 40505  
(859) 288-0011

### 1.04 METHOD OF RECEIVING BIDS

Bids will be received from Prime contracting firms on a lump sum basis. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information Available to Bidders and Bid Form. Sealed bids shall be clearly marked on the outside of the envelope as follows: Company Name and Address, Bid Invitation Number, and the Project Name. Bids are to remain sealed until official Bid closure time.

### 1.05 METHOD OF AWARD

Determination of the successful bid will be based on the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be



## Owen Yocum

---

**From:** Coates, Kristy N <kristy.coates@uky.edu>  
**Sent:** Monday, March 16, 2015 2:29 PM  
**To:** Owen Yocum  
**Subject:** RE: WOLF RUN WET WEATHER STORAGE - BID NOTIFICATIONS

Owen,

Please see below a copy of your bid notification. Thanks for using Bid Match.

Judy Construction Company, P.O. Box 457, Cynthiana, 103 South Church Street, KY 41031

Z – POTENTIAL CONSTRUCTION SUBCONTRACTING OPPORTUNITIES. Phone: 859-234-6900 Email: [cjones@judyconstructionco.com](mailto:cjones@judyconstructionco.com) or [owen@judyconstructionco.com](mailto:owen@judyconstructionco.com) BID Date: 03/24/2015: BID TIME: 2:00 PM Judy Construction Co. is inviting quotes on the following. Project: Wolf Run Wet Weather Storage Facility, LFUCG Bid No. 21-2015. Project Location: Lexington, KY. Quotes Requested for the following Subcontractors: Seeding\Erosion Control, Site Grading & Preparation, Fencing, Asphalt Paving, Painting and Coatings, Electrical, Reinforcing Steel Installation, Piped Utility Installation, Other Services. Quotes Requested for the following Materials: Miscellaneous Metal Items (Fabricated), Erosion Control Materials, Other Materials. Plans Available at the following location(s): LFUCG\Lexington, Builders Exchange, McGraw-Hill Construction Dodge, Judy Construction Co. website (Contact us for access information). Project Contact Information: Name: Clinton Jones or Owen Yocum Phone: 859-234-6900 Email: [cjones@judyconstructionco.com](mailto:cjones@judyconstructionco.com) or [owen@judyconstructionco.com](mailto:owen@judyconstructionco.com). This notice is provided courtesy of the Kentucky Procurement Technical Assistance Center (PTAC). The information is believed to be correct, but should be verified with the issuing agency/organization.

*OutreachSystems Article Number: 150316/KY/6434 Matching Key Words: age:state!ky; age:ky; state!ky; ky; kentucky;*

### Kristy Coates

Procurement Assistant

KY Procurement Technical Assistance Center (KY PTAC)

University of Kentucky

One Quality Street, Suite 635

Lexington, KY 40507

P. 859.257.7668

F. 859.323.1907

[www.kentuckyptac.com](http://www.kentuckyptac.com)

---

**From:** Owen Yocum [<mailto:owen@judyconstructionco.com>]  
**Sent:** Monday, March 16, 2015 8:53 AM  
**To:** Coates, Kristy N  
**Subject:** WOLF RUN WET WEATHER STORAGE - BID NOTIFICATIONS

Kristy,

I think I have the correct form this time.

Thanks.

## Linda Jones

---

**From:** Clinton Jones  
**Sent:** Tuesday, March 17, 2015 8:45 AM  
**To:** Linda Jones  
**Subject:** FW: Wolf Run Wet Weather Storage, Lexington, KY  
**Attachments:** Wolf Run Project.doc

---

**From:** Matt Gamlin [<mailto:matt@mckinneypainting.com>]  
**Sent:** Tuesday, March 17, 2015 8:44 AM  
**To:** Clinton Jones  
**Subject:** FW: Wolf Run Wet Weather Storage, Lexington, KY

Yes.

### McKinney Painting Incorporated

“A Womens Business Enterprise”

Matthew Gamlin – Vice President / Industrial Specialist  
Offices in Versailles, Kentucky & Sellersburg, Indiana  
Office – 859-873-6424 ext. 129  
Cell – 859-983-4515

---

**From:** Pam McKinney  
**Sent:** Tuesday, March 17, 2015 8:39 AM  
**To:** Matt Gamlin  
**Subject:** FW: Wolf Run Wet Weather Storage, Lexington, KY

---

**From:** Maudie Moreno [<mailto:mmoreno@orwbc.org>]  
**Sent:** Monday, March 16, 2015 12:14 PM  
**To:** Maudie Moreno  
**Cc:** Rea Waldon  
**Subject:** Wolf Run Wet Weather Storage, Lexington, KY

Ladies and Gentlemen,

Attached please find a bid opportunity that has come to our attention and thought you might be interested in participating.

If you should have any questions, please do not hesitate to give me a call or send me an email.

Thank you,

**Maudie Moreno**

Certification Manager

Ohio River Valley Women's Business Council

3458 Reading Road

Cincinnati, OH 45229

Ph: 513-487-6503 | fax: 513-559-5447

[mmoreno@orvwbc.org](mailto:mmoreno@orvwbc.org) [www.orvwbc.org](http://www.orvwbc.org) [www.wbenc.org](http://www.wbenc.org) [Twitter@ORVWBC](https://twitter.com/ORVWBC) [Pinterest@ORVWBC](https://www.pinterest.com/ORVWBC)

ORVWBC is a program operated by the Urban League of Greater Cincinnati's department of Business Development & Entrepreneurship under the authority of WBENC.

### Submit Spam

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Version: 2014.0.4800 / Virus Database: 4257/9317 - Release Date: 03/16/15

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No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2015.0.5751 / Virus Database: 4306/9292 - Release Date: 03/13/15

## Linda Jones

---

**From:** Linda Jones  
**Sent:** Friday, March 13, 2015 11:17 AM  
**To:** 'lauramason@2csfreight.com'; 'ch@5htech.com'; 'aaconcretesawing@msn.com'; 'ADEINC1@aol.com'; 'abbie@abbie-jones.com'; 'mruffin@abelbuildingsystems.com'; 'merwether@adeast.com'; 'madams@adamscleaninginc.com'; 'sscanlon@adsuxxess.com'; 'cathy@ad-venturepromotions.com'; 'bbyrn1@twc.com'; 'wendy@flytenn.com'; 'tis@airhublic.com'; 'acsplanetsservices@yahoo.com'; 'AlisonLockett@alisonandassociates.com'; 'AAES@bellsouth.net'; 'Imallen2509@yahoo.com'; 'dproctor@ameliaconstrucion.com'; 'armandresourcegroup@msn.com'; John Walker; 'nina@anewtechnology.com'; 'ankit@theankit.com'; 'anne@anne-morris.com'; 'antoineadams1@yahoo.com'; 'jwade@ascgroup.net'; 'sphillips@aspindustries.com'; 'Jwade@aceconstructionmanagement.com'; 'atwoodfence@aol.com'; 's\_singh@avconinc.com'  
**Subject:** Wolf Run Wet Weather Storage, Lexington, KY  
**Attachments:** Wolf Run e-mails.doc

Please see attached.

Thanks,  
Clinton Jones  
Judy Construction Company