

# CONTRACT DOCUMENTS AND SPECIFICATIONS

# **DIVISION OF FACILITIES MANAGEMENT**

# **FOR**

Front Loading Dock Repair at MRF

Bid No. 119-2024

- 17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.
- 18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.
- 19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Mirza Salkovic	8/28/2024
Signature	Date

## 13. PRE-BID CONFERENCE

A pre-bid conference is scheduled for August 14, 2024, 1:00 pm, 360 Thompson Rd, Lexington, KY.

**END OF SECTION** 

### **PART III**

# Invitation to Bid No. 119-2024

# Front Loading Dock Repair at MRF

# 1. FORM OF PROPOSAL

Place: Lexington, Kentucky
Date: <u>8/28/2024</u>
The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.
This Proposal Submitted by BMI LLC
156 Rocky Waters Way, Georgetown, KY 40324
(Name and Address of Bidding Contractor)
(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as Partnership a partnership", or an "individual" as applicable.
To: Lexington-Fayette Urban County Government (Hereinafter called "OWNER") Office of the Director of Purchasing 200 East Main Street, 3rd Floor Lexington, KY, 40507

#### Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **Front Loading Dock Repair at MRF** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

Addendum No1	Date	8/15/2024
Addendum No	Date	
Addendum No		

Addendum No. \_\_\_\_\_ Date \_\_\_\_

The Bidder hereby acknowledges receipt of the following addenda:

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

# 2. <u>LEGAL STATUS OF BIDDER</u>

Bidde	r BMI LLC
Date_	8/28/2024
* 1.	A corporation duly organized and doing business under the laws of the State of, for whom, bearing the official title of, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.
* 2.	A Partnership, all of the members of which, with addresses are: (Designate general partners as such)
	Mirza Salkovic - 156 Rocky Waters Way, Georgetown, KY 40324
	Admir Hadzic - 12214 Autumn Dale Ct., St. Louis, MO 63043
	a
	9
* 3.	An individual, whose signature is affixed to this Bid/Proposal (please print name)
	*(The Bidder shall fill out the appropriate form and strike out the other two.)

3.			, <u>B</u>	IDDERS AFFIDAV	<u>IT</u>	
Comes t	he Affiant	Mirza Salkovic	M		, and at	ter being first duly sworn, states under
penalty (	of perjury	as follows:				
	1. His/he	name is Mirza S	alkovic			and he/she is the individual
	submittin	g the bid or is the	authorized repre	sentative of		
	BMILLO					, the entity submitting the bid
	(hereinaf	er referred to as '	Bidder").			
	2. Bidder	will pay all taxes	and fees, which	are owed to the Lexington	-Fayette Urb	an County Government at the time the bid
	is submit		d of the contract a	and will maintain a "curren	t" status in re	gard to those taxes and fees during the life
	3. Bidder contract.	will obtain a Le	xington-Fayette	Urban County Governmen	t business li	cense, if applicable, prior to award of the
	4. Bidder	has authorized th	e Division of Pro	curement to verify the abov	e-mentioned	information with the Division of Revenue
	and to dis	close to the Urban	County Council	that taxes and/or fees are de	linquent or th	nat a business license has not been obtained.
	5. Bidder	has not knowing	ly violated any pr	rovision of Chapter 25 of th	ne Lexington	-Fayette Urban County Government Code
	of Ordina	nces, know <mark>n as</mark> ti	ne "Ethics Act."			
	6. Bidder	acknowledges th	at "knowingly" t	for purposes of this Affida	vit means, w	ith respect to conduct or to circumstances
	described	by a statute or or	dinance defining	an offense, that a person is	aware or she	ould have been aware that his conduct is of
	that natur	e or that the circu	mstance exists.			
	~/	n				
 Signatur	7			Mirza Salkovic Printed Name		
oignaiui	V			Frince Name		
Tial -	M.	anaging	Weinber	8/29/2024		
Title				Date		
		PMILLO				
Compan	y Name	BMI LLC				
Address		156 Rocky Water	Way, Georgetow	n, KY 40324		
				6 -		
Subscrib	oed and sv	orn to before me	by	(Affiant)		
				0,		
			-	(Title)	ning n	1emger
-C D1-7						2024
of_ <u>BMI</u>		ny Name)		this_29day of Aug	ust	, 20 <u>24</u>
×	(Compa					

My commission expires: 10/19/2024

Notary Public

[seal of notary]

# 4. BID SCHEDULE - SCHEDULE OF VALUES

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

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

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

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

Pricing should be submitted in the Line Items tab on IonWave. Pages P-7 must be fully executed and attached to bid submission or bid will be considered non-responsive.

BID ITEM NO.	UNIT DESCRIPTION	UNIT	QTY
1	Front Loading Dock Repair at MRF, per specs.	LS	1

Submitted by:	BMI LLC
	Firm
	156 Rocky Waters Way  Address
	Georgetown, KY 40324  City, State & Zip
Bid must be signed: (original signature)	Mirza Salkovic Signature of Authorized Company Representative – Title
(congruent signature)	8/28/2024
	Representative/s Name (Typed or Printed)
	859-913-1101 Area Code – Phone –Fax #
	Office@BMIBuilds.com
	E-Mail Address
OFFICIAL ADDRESS:	
	(Seal if Bid is by Corporation)

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

# 5. STATEMENT OF BIDDER'S QUALIFICATIONS

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal: 1... Name of Bidder: BMI LLC Permanent Place of Business: 156 Rocky Waters Way, Georgetown, KY 40324 2. When Organized: 3. 4/27/2021 Where Incorporated: 4. Construction Plant and Equipment Available for this Project: 5. BMI Builds has access or possesses all the necessary equipment and plant required to completed this project. (Attach Separate Sheet If Necessary) Financial Condition: 6. If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Procurement within seven (7) calendar days following the bid opening. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by: 7. (Surety) FCCI Insurance Company

Signed: Please see attached Bid Bond paperwork within this document (Representative of Surety)

<u>NAME</u>	<b>LOCATION</b>	<b>CONTRACT SUM</b>
FUCG Dunbar Community Center	Lexington, KY	\$1.2M
he Bidder has now under c	ontract and bonded the following p	projects:
<u>NAME</u>	<b>LOCATION</b>	CONTRACT SUM
Valley Park	Valley Park, Lex. KY	\$1.5M
Police Roll Call West Envelope	Lexington, KY	\$2.9M
	· //	
ist Key Bidder Personnel w	who will work on this Project.	^
NAME	POSITION DESCRIPTION	NO. OF YEARS WITH BIDDER
Mirza Salkovic	Project Manager	Over 10 years
osh Smith	Project Manager	Over 4 years

8.

DBE Participation on curren	it bonded projects under cond	act.	
SUBCONTRACTORS (LIST)	PROJECT (SPECIFIC TYPE)	<u>DBE</u>	% of WORK
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11.

(USE ADDITIONAL SHEETS IF NECESSARY)

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

BMI LLC	
(Name of Contract	ting Firm)
BY: Mirza Salkovic	Mirza Salkovic
TITLE: President/Ov	vner
DATE 8/28/2024	

# 6. LIST OF PROPOSED SUBCONTRACTORS

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

**BRANCH OF WORK-LIST** 

<u>DBE</u> Work % of EACH MAJOR ITEM

# LIST OF MATERIALS/ SUPPLIERS

Bidders are hereby advised that this list must be complete and submitted with the Bid. Cut sheets for all mechanical system must be included with bid submittal.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Item

Brand Name, Manufacturer and Supplier

# 7. Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

#### A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.

#### B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

#### C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as

being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

# D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.

# E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. 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 and Veteran-Owned businesses to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses 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.

- n. 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

<u>Note</u>: 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 which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



# MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

Certified Disadvantaged Business Enterprise (DBE) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must

enroll in the new Diverse Business Management Compliance system, <a href="https://lexingtonky.diversitycompliance.com/">https://lexingtonky.diversitycompliance.com/</a>

We have compiled the list below to help you locate certified DBE, MBE, WBE and VOSB certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Derrick Dowell	ddowell@tsmsdc.net	502-365-9762
Small Business Development Council	Tonya Parsons UK SBDC	tonya.parsons@uky.edu	859-257-7666
Community Ventures Corporation	Devanny King	devanny.king@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Tony Youssefi	tyouseffi@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Lynnise Smith	lsmith@wbec-orv.org	513-487-6537
Kentucky MWBE Certification Progra	Singer.Buchanan, Kentucky Finance and Administration Cabinet	Singer.Buchanan@ky.gov	502-564-2874
National Women Business Owner's Council (NWBOC)	www.nwboc.org	info@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971



# LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #\_\_119-2024

The MWDBE and/or veteran 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 Procurement for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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.

BMI LLC	Mirza Salkovic
Company	Company Representative
8/28/2024	President/Owner
Date	Title



# LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference #\_119-2024

The substituted MWDBE and/or veteran 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 Procurement 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
1.					
2,					
3.					
4.					

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

BMI LLC	Mirza Salkovic
Company	Company Representative
8/28/2024	Owner/CEO
Date	Title



# MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference #\_156-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	3			Contact 1	Person			
Company I vanie	BMI LLC				Mirza Sall	kovic		
Address/Phone 156 Rocky Waters V Phone: 859-913-110 Email: Office@BM	Way, George 11			Bid Pack 119-2024 /	age / Bid Date 8/28/2024			
MWDBE Company Addres	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA	Veteran
						,	Female	
NA= Native	Americar	1)				= Asian Americar		
						tion may result in t tements and claims		of the
BMI LLC			Ģ.	2	Mirza Salkovic			
Company				(	Company Represe	entative		
8/28/2024					Owner/CEO			
Date				7	l'itle			



Date

# LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Project Name/ C	Contract #			Work Period/	From: 8:00		To: 5:00
Front Loading Dock	Repair at MRF /	119-2024			0.00		5.00
Company Name:	BMI LLC			Address: 156 Rock	ky Waters Way, Geo	orgetown, KY 40	)324
Federal Tax ID:	2-0661729			Contact Person	n: Mirza Salkovic		
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contrac Awarde to Prim for this Project	d this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
	1						
By the signature belof the representation or secution under a	is set forth belo	w is true. Any 1	misrepres	entations may res	ult in the termina	tion of the co	and that each
BMI LLC			N	Mirza Salkovic			
Company				ompany Repres	entative		

Title

# LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote #\_119-2024

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 MWDBE and Veteran-Owned business enterprises 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 and Veteran-Owned businesses to participate.
Included documentation of advertising in the above publications with the bidders good faith efforts package
Attended LFUCG Procurement Economic Inclusion Outreach event
Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses
Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses to determine their level of interest.
Provided the interested MWBDE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran participation.

	even when the prime contractor own workforce	may otherwise perform these work items with its
	businesses not rejecting them a thorough investigation of their c	rith interested MWDBE firms and Veteran-Owned sunqualified without sound reasons based on a capabilities. Any rejection should be so noted in thy an agreement could not be reached.
	firms and Veteran-Owned busin	of quotations received from interested MWDBE esses which were not used due to uncompetitive ecceptable and/or copies of responses from firms submitting a bid.
	unacceptable. The fact that the becontract work with its own for rejecting a MWDBE and/or Ve	and reasons why the quotations were considered bidder has the ability and/or desire to perform the ces will not be considered a sound reason for teran-Owned business's quote. Nothing in this equire the bidder to accept unreasonable quotes in teran goals.
	Veteran-Owned businesses to obt	sistance to or refer interested MWDBE firms and tain the necessary equipment, supplies, materials, fy the work requirements of the bid proposal
	Made efforts to expand the businesses beyond the usual geog	te search for MWBE firms and Veteran-Owned graphic boundaries.
		that the bidder submits which may show that the l faith efforts to include MWDBE and Veteran
	cause for rejection of bid. Bidde relevant to this requirement whi	ne documentation requested in this section may be rs may include any other documentation deemed ich is subject to approval by the MBE Liaison. Efforts must be submitted with the Bid, if the
	of the contract and/or be subject to	n is accurate. Any misrepresentations may result o applicable Federal and State laws concerning
BMI LLC	n	Mirza Salkovic
Company		Company Representative
8/28/2024 <b>Date</b>		Owner/CEO Title

# 8. <u>AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST</u>

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

- 1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
- 3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
- 4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
- 5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky \_\_\_\_\_. Check the statement applicable.
- 6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
- 7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
- 8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

# 9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Mirza Salkovic
POSITION/TITLE: Poject Manager
STATEMENT OF EXPERIENCE: Mr. Salkovic as the owner, and the head executive officer of BMI Builds,
is also the head Project Manager / Superintedent. He has over ten (10) years experience managing Commercial Construction
projects of various scopes, complexities, and types. As the executive officer, Mr. Salkovic will oversee all phases and aspects
of this project. His detailed oriented approach with extensive experience will give assurance to LFUCG that this project will be completed on time, with industry standard qualities, and within a competitive price.
NAME OF INDIVIDUAL: Josh Smith
POSITION/TITLE: Project Manager
STATEMENT OF EXPERIENCE: Mr. Smith with his extensive experience in both commercial and residental
construction industry brings with a keen eye for detail and discipline to oversee all facets of this or any similar projects
NAME OF INDIVIDUAL:
POSITION/TITLE:
STATEMENT OF EXPERIENCE:
NAME OF INDIVIDUAL:
POSITION/TITLE:

STATEMENT OF EXPERIENCE:	
	8
NAME OF INDIVIDUAL:	
DOGYMYON (MYMY F	
POSITION/TITLE:	
STATEMENT OF EXPERIENCE:	
NAME OF INDIVIDUAL:	
POSITION/TITLE:	
STATEMENT OF EXPERIENCE:	
STATEMENT OF EXPERIENCE.	
<u></u>	

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

# 10. EQUAL OPPORTUNITY AGREEMENT

#### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- \* Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- \* Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- \* Section 503 of the Rehabilitation Act of 1973 States:
  - The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- \* Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- \* Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

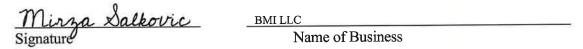
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In

following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

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

# **Bidders**

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



The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

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

labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

# The Act further provides:

# KRS 45.610. Hiring minorities – Information required

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

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

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

# KRS 45.630 Termination of existing employee not required, when

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

#### KRS 45.640 Minimum skills

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

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

# 11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of BMI LLC

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.

# 12. WORKFORCE ANALYSIS FORM

Name of Organization: BMI LLC

<u>a</u>	щ												
Total	Σ	-		2									3
more (Not nic or no	ш												
Two or more races (Not Hispanic or Latino	Σ												
American Indian or Alaskan Native (not Hispanic or Latino	ш												
Ame India Alaskar (not Hisl	Σ												
Asian (Not Hispanic or Latino	ц												
Asiar Hisp or La	Σ												
Native Hawaiian and Other Pacific Islander (Not	ш												
Native Hawaiian and Other Pacific Islander (Not	Σ												
or an- can tr ic or	ш												
Black or African- American (Not Hispanic or Latino	Σ												
ic or	ш												
Hispanic or Latino	Σ												
White (Not Hispanic or Latino)	ч												
Wr (N Hispa Lati	Σ	1		2									3
Total													
Categories		Administrators	Professionals	Superintendents	Supervisors	Foremen	Technicians	Protective Service	Para-Professionals	Office/Clerical	Skilled Craft	Service/Maintenance	Total:

Prepared by: Mirza Salkovic / Owner/CEO

(Name and Title)

Date: 8 / 28 / 2024

Revised 2015-Dec-15

# EVIDENCE OF INSURABILITY 13.

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

Names Insured:				Employee ID:	
Address:			4	Phone:	
Project to be insured:					
In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:	is time, the undersigned ions), including all req	d agrees to provide the above Name uirements, and conditions:	d Insured with the minimum o	coverage listed below. These a	re outlined in the Insurance
Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code Rating
SC-2 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	€9		
SC-2 – see provisions	AUTO	\$1,000,000/per occ.	€9		
SC-2 – see provisions	WC	Statutory w /endorsement as noted	643		
SC-2 – see provisions	EXC	\$5,000.000 per occ.	€		
Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.	ts regarding insurance n	equirements, and the undersigned a	grees to abide by all provisior	is for the coverage's checked at	oove unless stated otherwise

Name of Authorized Representative Agency or Brokerage

	Authorized Signature	
Title	Authorize	Date
	Zip	
	State	
Street Address	City	Telephone Number

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/18/2024

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

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

this certificate does not confe	rights to the certificate floider in fied		
PRODUCER		CONTACT Michelle Moore	
Slade & Collins Insuranc PO Box # 24830	e Agency	PHONE (A/C, No, Ext): (859) 219-1121 FAX (A/C, No):	(859) 219-1125
Lexington, KY 40524		E-MAIL ADDRESS: michelle@sladeandcollins.com	
<b>3</b> ,		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: AOI Owners	32700
INSURED BMI Builds LLC Fuelban	d, LLC	INSURER B: KY Associated General Contractors	56789
156 Rocky Waters Way		INSURER C:	
Georgetown, KY 40324		INSURER D:	
		INSURER E :	
		INSURER F:	
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:	

INSR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	<u>s</u>	
Α	CLAIMS-MADE COUNTY	YY	52356012	05/12/2023	05/12/2024	EACH OCCURRENCE  DAMAGE TO RENTED  PREMISES (Ea occurrence)	\$ \$	1,000,000 300,000
	CLAIMS-MADE V OCCUP	`				MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	1,000,000
	OTHER:						\$	
A	AUTOMOBILE LIABILITY	Y	5335601200	05/12/2023	05/12/2024	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
<b> </b>	ANY AUTO					BODILY INJURY (Per person)	\$	
	OWNED SCHEDUL	ED				BODILY INJURY (Per accident)	\$	
	AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ON	ED				PROPERTY DAMAGE (Per accident)	\$	
	ABTOG GIVET						\$	
Α	✓ UMBRELLA LIAB ✓ OCCU	R	5335601201	05/12/2023	05/12/2024	EACH OCCURRENCE	s	5,000,000
	EXCESS LIAB CLAIM	S-MADE				AGGREGATE	\$	5,000,000
	DED RETENTION \$						\$	
В	WORKERS COMPENSATION		23294	01/01/2024	01/01/2025	✓ PER OTH-		
	AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE	Y/N				E.L. EACH ACCIDENT	\$	4,500,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	S	4,500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	4,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LFUCG is named as additional insured with respect to the general liability and auto liability as required by contract.

CERTIFICATE HOLDER	CANCELLATION
CERTIFICATE HOLDER	CANCELLATION
LFUCG 200 E Main Street Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Loangton, IXI 1999.	AUTHORIZED REPRESENTATIVE Deffree a Doction
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# 14. **DEBARRED FIRMS**

PROJECT NAME:	Front Loading Dock Repair at MRF
BID NUMBER:	119-2024
LEXINGTON-FAYE LEXINGTON, KY	CTTE URBAN COUNTY GOVERNMENT
that has been debarred	shall certify that Subcontractors have not and will not be awarded to any firms for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights ded, Executive Order 11246 As Amended or any other Federal Law.
with the bid proposal.	lete the attached certification in duplicate and submit both copies to the Owner The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban Division of Community Development, within fourteen (14) days after bid opening.
will not award a subconfirm that has been deba	by certifies that the firm of BMI LLC (Mirza Salkovic; Owner/CEO) has not and intract, in connection with any contract award to it as the result of this bid, to any arred for noncompliance with the Federal labor Standards, Title VI of the civil secutive Order 11246 as amended or any Federal Law.
BMI LLC Name of Firm Submitt	ing Bid
Mirza Salk	ovic
Signature of Authorize	d Official
Owner/CEO Title	*
Title	
8/28/2024 Date	
Date	

# 15. DEBARMENT CERTIFICATION

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

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

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

Firm Name:	BMI LLC		
Project:	Front Loading Dock Repair at MRF		
Printed Name	and Title of Authorized Representative:	Mirza Salkovic	_
Signature:	Mirza Salkovic		
Date:	8/28/2024		

**END OF SECTION** 



# Bid Bond

Bond No. 6117001-97

#### CONTRACTOR:

(Name, legal status and address) BMI LLC 156 Rocky Waters Way Georgetown, KY 40324

#### SURETY:

(Name, legal status and principal place of business) FCCI Insurance Company 6300 University Parkway Sarasota, FL 34240

#### OWNER:

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

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

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

Front Loading Dock Repair at MRF

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

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

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

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

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

Signed and sealed this

28th

day of August, 2024

m l	BMI LLC	
Mirza Dalkovic	(Principal)	(Seal)
(Witness)	Owner/CEO	
	(Title)	
11/1/20	FCCI Insurance Company	
Kuberly D. Rose	(Surety)	(Seal)
(Witness) Kimberly D. Rose	( Volin ). Tukuc	THEFT

(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures

1994

Edin R. Zukanovic, Attorney-in-

RANCE

FLORIDA

that changes will not be obscured. AIA Document A310™ - 2010 (rev. 10/2010). Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved.



1-IONA-3592-NA-04, 7/2021

# **GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Joshua A. Etemadi; Edin R. Zukanovic; Kimberly D. Rose; Rachel L. Blackmore

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile

signatures or facsimile seal shall be binding upon the Corp bond, undertaking or contract of surety to which it is attached	oration when so affixed and in the future with regard to any d.
In witness whereof, the FCCI Insurance Company ha officers and its corporate Seal to be hereunto affixed, this _	s caused these presents to be signed by its duly authorized 23rd day of July, 2020.
Attest: Christian D. Well S	Christopher Shoucair,
Christina D. Welch, President FCCI Insurance Company	SEAL EVP, CFO, Treasurer, Secretary FCCI Insurance Company
State of Florida County of Sarasota	
Before me this day personally appeared Christina the foregoing document for the purposes expressed therein.	D. Welch, who is personally known to me and who executed
My commission expires: 2/27/2027  PEGGY SNOW Commission # HH 32 Expires February 27,	
State of Florida County of Sarasota	
Before me this day personally appeared Christophe the foregoing document for the purposes expressed therein.	
My commission expires: 2/27/2027 PEGGY SNOW Commission # HH 32 Expires February 27,	
CERT	FICATE
I, the undersigned Secretary of FCCI Insurance Co foregoing Power of Attorney remains in full force and has r Resolution of the Board of Directors, referenced in said Pow	mpany, a Florida Corporation, DO HEREBY CERTIFY that the oot been revoked; and furthermore that the February 27, 2020 for of Attorney, is now in force.
annathman,	Dated this 28th day of August , 2024
WANCE COMPORTATION OF THE PROPERTY OF THE PROP	Christopher Shoucair, EVP, CFO, Treasurer, Secretary
SEAL 2	FCCI Insurance Company

MAYOR LINDA GORTON



TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT

## **ADDENDUM #1**

Bid Number: #119-2024

Date: August 15, 2024

Subject: Front Loading Dock Repair at the MRF

Address Inquiries to:

Sondra Stone

sstone@lexingtonky.gov

#### TO ALL PROSPECTIVE SUBMITTERS:

# Please be advised of the following clarifications to the above referenced bid:

- 1. See attached pre-bid sign-in sheet.
- 2. See attached revised drawing set.
  - a. Added clarification to the 6"Dia. steel bollards detail on Sheet A-1 about the yellow plastic cover. Clarification to be that a plastic cover can be used or the bollards can be painted safety yellow
  - b. Added clarification about how high up the walls the metal panels need to be replaced to the enlarged floor plan on Sheet A-1. Clarification is that elevations 6 & 7 require the metal panels to be replaced up the 2nd girt @ 7'-8" (field verify) above floor slab and that elevation



SIGN-IN SHEET

Pre-Bid Meeting #119-2024 Front Loading Dock Repair at MRF

August 14, 2024 @ 1:00 pm

Representative Company Name DEBMBEWBE! Phone# Email Address  Sondra Stone LFUCG 859-258-3320 satisficationky.gov  Sherita Miller LFUCG 859-258-3320 satisficationky.gov  Julie Hanker LFUCG 859-258-3320 smiller@lexingtonky.gov  Deart Hayden Co 859-621-0834 trailer hastence.com  Cody Vood LFUC Tac. 1.77, 557-285-770 wrent Olaydense.com  Cody Vood LFUC Tac. 1.77, 557-285-770 wrent Olaydense.com			Mugust 14, 2024 @ 1:00 pm	1:00 pm	
LFUCG   859-258-3320   sation@le	Kepresentative	Company Name	Veteran	Phone#	Email Address
Her LFUCh 859-258-3320 smiller@le  The Hayden Co  859-285-3328 best Co  The Hayden Co  859-285-3328 best Co  859-285-3320 smiller@le  100 best Co  859-285-3320 smiller@le  100 best Co  859-285-3320 smiller@le  100 best Co  859-285-3328 best Co  859-885-3328 best Co  859-885-385-385 best Co  859-885-885-385 best Co  859-885-885-385-385 best Co  859-885-885-885-885 best Co  859-885-885-885-885	Sondra Stone	LFUCG		859-258-3320	sstone@lexingtonky.gov
EV LFUCTO 857-497-5711 desired that The Hayden Co 859-621-0834 tollow 557-285-7100 was warded to the The Hayden Co 857-285-7100 was warded to the The Hayden Co 857-285-7100 was was warded to the The Hayden Co 857-285-7100 was was warded to the The Hayden Co 857-285-7100 was warded to the Th	Sherita Miller	LFUCG		859-258-3320	smiller@lexingtonky.gov
they they bence best 539-585-5368 pests  The Hayden Co 859-621-0834 tollo  FOLG The list, 555-7100 was	Julie Huster	LFUCG		859-492-3711	
The Hayden Co  CFU64 Tec.137, 552-285-7746	Bart Hoyden	The Hayden Co.		359-385-3368	best
CF064 Nac 1.45, 855-7146	Told wells	The Hayden Co		859-129-928	1
	Cody Wood	CFUGG Taclist,		851-285-77W	

8 require the metal panels to be replaced up to the 3rd girt @ 13'-8" (field verify) above floor slab.

Todd Slatin, Director Division of Procurement

Lold States

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 submittal.

COMPANY NAME: BMI LLC

ADDRESS: 156 Rocky Waters Way, Georgetown, KY 40324

SIGNATURE OF BIDDER: \_\_\_\_\_ Mirza Salkovic



# PART VI

# CONTRACT AGREEMENT

# **INDEX**

$1_{\star}$	SCOPE OF WORK	CA-2
2.	TIME OF COMPLETION	CA-2
3.	ISSUANCE OF WORK ORDERS	CA-2
4.	THE CONTRACT SUM	CA-2
5.	PROGRESS PAYMENTS	CA-3
6.	ACCEPTANCE AND FINAL PAYMENT	CA-3
7.	THE CONTRACT DOCUMENTS	CA-3
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9	SPECIFICATIONS AND DRAWINGS	CA-4

# PART VI

# CONTRACT AGREEMENT

THIS AGREEMENT, made on the	day of	, 20, by and
between Lexington-Fayette Urban County	Government, acting h	nerein called "OWNER" and
BMI Builds (BMI LLC), doing business as	a partnership located	in the City of Georgetown,
County of Scott, and State of Kentucky, hereina	fter called "CONTRAC	CTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of eighty-nine thousand eight hundred eighty-eight Dollars (\$89,888.00) quoted in the proposal by the CONTRACTOR, dated August 28, 2024, hereby agree to commence and complete the construction described as follows:

# 1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by Lexington Fayette Urban County Government for the Front Loading Dock Repair at MRF project.

## 2. TIME OF COMPLETION

The time estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as sixty (60) calendar days to final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

# 3. ISSUANCE OF WORK ORDERS

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined after consultation between the CONTRACTOR and the OWNER.

# 4. THE CONTRACT SUM

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

# 5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, less the aggregate of previous payments.

# 6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the OWNER shall without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

# 7. THE CONTRACT DOCUMENTS

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, Ion Wave Q&A, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

# 8. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

9. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

# **SPECIFICATIONS**

SECTION NO.

TITLE

I	Advertisement for Bids
II	Information for Bidders
IH	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Addenda
IX	Technical Specifications and Drawings

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government.

Lexington, Kentucky

(Owner)

ATTEST: Plan	BY: Sinda Gorton
Clerk of the Urban County Council	MAYOR
. I lankourio Stock	Mayor
(Witness)	(Title)
(Seal)	(Contractor)
	(Contractor)
	BY: Au
(Secretary)*	
/ \ (	MAHAGING MEMIZEV
(Witness)	MANAGING MEMISEV (Title)
* (************************************	,

IMPORTANT: \*Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

156 ROCKY WATER 9
(Address and Zip Code)

WAY Ocorbetowill KY 40324



# Performance Bond

Bond No. 2202229

## CONTRACTOR:

(Name, legal status and address) 156 Rocky Waters Way Georgetown, KY 40324

#### OWNER:

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

#### CONSTRUCTION CONTRACT

Date: September 11, 2024

Amount:\$89,888.00

Eighty-nine Thousand Eight Hundred Eighty-eight & 00/100 (\$89,888.00)

Description:

(Name and location)

Front Loading Dock Repair at MRF

## **BOND**

Date: September 13, 2024 (Not earlier than Construction Contract Date)

Amount: \$89,888.00

Eighty-nine Thousand Eight Hundred Eighty-eight & 00/100 (\$89,888.00) Modifications to this Bond: X None ☐ See Section 16

# SURETY:

(Name, legal status and principal place of business) FCCI Insurance Company

6300 University Parkway Sarasota, FL 34240

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

## CONTRACTOR AS PRINCIPAL

Company: BMI LLC

(Corporate Seal)

**SURETY** 

Company: (Corporate Seal)

FCCI Insurance Company

Signature:

Name

Signature Name Rachel L. Blackmore

and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

District Bonding, LLC 525K E. Market St. #308 Leesburg, VA 20176 703-639-4007

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
  - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
  - the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:		
2		
i e		
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ik.		
2		
Space is provided below for additional signatures of adde	d parties, other than	those appearing on the cover page.)
CONTRACTOR AS PRINCIPAL	SURETY	
Company: (Corporate Seal)	Company:	(Corporate Seal)
Signature:	Signature:	
Name and Title: Address:	Name and Title: Address:	



# **Payment Bond**

Bond No. 2202229

## CONTRACTOR:

(Name, legal status and address)

156 Rocky Waters Way Georgetown, KY 40324

## OWNER:

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

#### CONSTRUCTION CONTRACT

Date: September 11, 2024

Amount: \$89,888.00

Eighty-nine Thousand Eight Hundred Eighty-eight & 00/100 (\$89,888.00)

Description:

(Name and location)

Front Loading Dock Repair at MRF

#### SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company 6300 University Parkway Sarasota, FL 34240

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

#### **BOND**

Date: September 13, 2024

(Not earlier than Construction Contract Date)

Amount: \$89,888.00

Eighty-nine Thousand Eight Hundred Eighty-eight & 00/100 (\$89,888.00)

Modifications to this Bond: None ☐ See Section 18

## **CONTRACTOR AS PRINCIPAL**

Company: BMI LLC

(Corporate Seal)

SURETY Company:

(Corporate Seal)

FCCI Insurance Company

Signature: Name

(Any additional signatures appear on the last page of this Payment Bond.)

Signature Name Rachel L. Blackmore

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

District Bonding, LLC 525K E. Market St. #308 Leesburg, VA 20176 703-639-4007

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
  - have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
  - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- 4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim:
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

(Space is provided below for additional CONTRACTOR AS PRINCIPAL	l signatures of added	nd parties, other than those appearing on the cover page.)  SURETY		
Company:	(Corporate Seal)	Company:	(Corporate Seal)	
Signature:		Signature:		
Name and Title: Address:		Name and Title: Address:		



# **GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Joshua A. Etemadi; Edin R. Zukanovic; Kimberly D. Rose; Rachel L. Blackmore

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

officers and its corporate Seal to be hereunto a		these presents to be signed by its duly authorized day of, 2020.		
Attest:  Christina D. Welch, President FCCI Insurance Company	SEAL	Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company		
State of Florida County of Sarasota	A Commence of the Commence of			
Before me this day personally appear the foregoing document for the purposes expre		, who is personally known to me and who executed		
My commission expires: 2/27/2027	PEGGY SNOW Commission # HH 326835 Expires February 27, 2027	Reggy Snow Notary Public		
State of Florida County of Sarasota				
Before me this day personally appeare the foregoing document for the purposes expre		ir, who is personally known to me and who executed		
My commission expires: 2/27/2027	PEGGY SNOW Commission # HH 326535 Expires February 27, 2027	Reggy Snow  Notary Public		
CERTIFICATE				

Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

September



1-IONA-3592-NA-04, 7/202



2024

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the

Dated this

foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020

Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.