



LEXINGTON

**Lexington-Fayette Urban County Government
Division of Parks & Recreation**

Construction of Davis Park

FD52 0031001

KYTC Item No.: 7-593

PART III
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PART III

Invitation to Bid No. 81--2022

Construction of Davis Park

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: August 18, 2022

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

This Proposal Submitted by Bluegrass Contracting Corporation

1075 Red Mile Road, Lexington, KY 40504

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as Bluegrass Contracting Corporation "a corporation," "a partnership", or an "individual" as applicable.

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **Construction of Davis Park** 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.

BIDDER hereby agrees to commence work under this contract as to be specified in the Notice to Proceed and to substantially complete the project within **one hundred and fifty (150) consecutive calendar days** and fully complete within **thirty (30) consecutive calendar days** thereafter. BIDDER further agrees to pay liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter substantial and final completion.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 2 Date 7/27/22

Addendum No. 3 Date 8/10/22

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

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

2. LEGAL STATUS OF BIDDER

Bidder Bluegrass Contracting Corporation

Date August 18, 2022

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Tanner McKenzie, bearing the official title of Vice President, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

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

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

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

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: August 18, 2022
Affidavit Expiration Date: August 18, 2023
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in [KRS 45A.607](#).
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in [KRS 11A.236](#) during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.
 - g. The bidder or offeror swears and affirms that they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.


ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

<u></u>	<u>Tanner McKenzie</u>
Signature	Printed Name
<u>Vice President</u>	<u>08-18-2022</u>
Title	Date

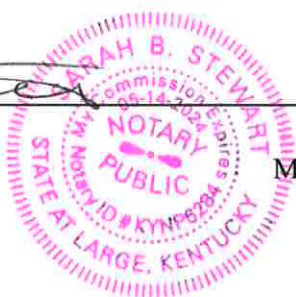
Company Name	<u>Bluegrass Contracting Corporation</u>
Address	<u>1075 Red Mile Road</u>
	<u>Lexington, KY 40504</u>
	<u></u>

Commonwealth of Kentucky Vendor Code (if known) 00129

Subscribed and sworn to before me by Tanner McKenzie Vice President
(Affiant) (Title)

of Bluegrass Contracting Corp this 18 day of August, 2022.
(Company Name)

<u></u>	
Notary Public	
[seal of notary]	My commission expires: <u>5-14-2024</u>



BIDDERS AFFIDAVIT (LFUCG)

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

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

Tanner McKenzie
Signature

Tanner McKenzie
Printed Name

Vice President
Title

08-18-2022
Date

Company Name Bluegrass Contracting Corporation

Address 1075 Red Mile Road, Lexington, KY 40504

Subscribed and sworn to before me by Tanner McKenzie
(Affiant)

Vice President
(Title)

of Bluegrass Contracting Corp this 18 day of August, 2022.
(Company Name)

[Signature]
Notary Public
[seal of notary]



My commission expires: 8-18-2024

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.

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.

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or "or equal" items. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

To the subtotal of Items 1 through 39, the bidder may add up to a maximum 5% mobilization fee, and must add a minimum 1.5% demobilization fee.

Alternates will be accepted in the order presented.

If additive or deductive alternates are requested, the bid prices for unselected alternates will apply should LFUCG receive additional funds for the contract.

Contractor shall provide tickets for all soil and stone material imported to site and include in their Daily Reports.

Pricing Must be Completed and Submitted as Excel Spreadsheet Provided in IonWave. Page P-14 must be signed, executed and submitted with bid or bid will be considered unresponsive.

Payment:

Accepted quantities for Work shall be paid for at their respective Contract “Unit Price” as quoted (which shall be for all Work required under this Section) and paid per “Unit To Bid On” of specified “Description” satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the Work.

Item Number	Description	Unit	Quantity
1.	Silt Fence furnished and installed	LF	680
2.	Construction Entrance	EA	1
3.	Inlet Protection	EA	4
4.	EPSC Maintenance	LS	1
5.	Clearing and Grubbing	ACRE	6
6.	General Site Demolition - remove and clear existing curbs, pavements and appurtenances per Documents	LS	1
7.	Earth Moving – Balanced Cut & Fill on Site	CY	200
8.	Earth Moving – Overexcavation of In Situ Soils at Landscape Berms, Waste on Site	CY	640
9.	Earth Moving – Import LFUCG Provided Soil and Place on Site	CY	3,000
10.	#57 Stone Drainage at Berms	TON	240
11.	Conduit for Future Water – 1 SCH 40 PVC Pipe	LF	75
12.	Conduit for Future Electrical – 2 SCH 40 PVC Pipe + Pull String	LF	190
13.	Subdrain Pipe – 6” Perforated HDPE Pipe Playground Subdrain	LF	140
14.	Storm Pipe – 6” HDPE or PVC Pipe	LF	65
15.	Asphalt Parking Lot Paving – Light Duty	SY	725
16.	Parking Lot Striping	LS	1
17.	Wheelstops	EA	9
18.	Parking Lot ADA Parking Signs, Complete & Installed	EA	2
19.	Regulatory Signs, Stop Sign, Complete & Installed	EA	1
20.	Cast in Place Concrete Curb and Gutter	LF	300
21.	Cast in Place Concrete Light Duty Sidewalk & Plaza Pavement with Control & Expansion Joints	SY	1020
22.	Cast in Place Concrete Curb Ramps Type 1	EA	1
23.	Cast in Place Concrete Curb Ramps Type 2	EA	1
24.	Cast in Place Concrete Stairs	LF	30
25.	Powdercoated Steel Handrail at Stairs	LF	20

Item Number	Description	Unit	Quantity
26.	Site Furnishings – 4 Seat Table and Chairs Complete & Installed	EA	2
27.	Site Furnishings – 3 Seat / ADA Table and Chairs Complete & Installed	EA	1
28.	Site Furnishings – Bench Type A Complete & Installed	EA	2
29.	Site Furnishings – Trash Receptacle Complete & Installed	EA	5
30.	Site Furnishings – Recycling Receptacle Complete & Installed	EA	3
31.	Site Furnishings – ADA Compliant Grills Complete & Installed	EA	1
32.	Fencing – Wood / Three Board Fencing	LF	368
33.	Fencing – Playground Fencing	LF	270
34.	Landscape – Landscape Mulch Bed- 2" Mulch Geotextile Fabric	SY	100
35.	Landscape – Hydroseeding Turfgrass Seed	SY	17,000
36.	Landscape – Meadow Grass Seeding	SY	4,200
37.	Mobilization 1.5%	LS	1
38.	Demobilization 5%	LS	1
39.	Payment & Performance Bond	LS	1

Additive Alternate #1: Asphalt Trail Loop

Additive amount all materials, labor, tools, equipment, appurtenances, fasteners, assembly as needed to install Asphalt Trail Loop per scope indicated on L400 and L401. Base bid shall include all finish grading in this area and hydroseeding where trail is indicated. Additive Alternate #1 shall include establishing subgrade and installing stone base, asphalt binder and asphalt surface.

Include in Additive Price any deducts for labor, materials, installation, etc. of Base Bid items that acceptance of this Alternate would remove / delete from the project scope.

Item Description	Unit	Quantity
Asphalt Trail Paving	SY	1,225
Cast in Place Concrete Light Duty Sidewalk Pavement with Control & Expansion Joints	SY	71

Additive Alternate #2: Playground Equipment & Surfacing

Additive amount all materials, labor, tools, equipment, appurtenances, fasteners, assembly, delegated design for the installation of Playground Equipment and EWFM Surfacing as indicated on L401, L402 and L603. Base bid scope shall include grading to / establishing subgrade (12" below finish grades indicated) and installation of subdrain and connection of subdrain to solid pipe as indicated on L300.. Include in Additive Price any deducts for labor, materials, installation, etc. of Base Bid items that acceptance of this Alternate would remove / delete from the project scope.

Item Description	Unit	Quantity
Playground Equipment & EWFM Surfacing, Complete & Installed by Manufacturer's Certified Playground Installer	LS	1

Additive Alternate #3: Pavilion Structure

Additive amount all materials, labor, tools, equipment, appurtenances, fasteners, assembly, delegated design for the installation of Pavilion Structure as shown on the Drawings. Include in Additive Price any deducts for labor, materials, installation, etc. of Base Bid items that acceptance of this Alternate would remove / delete from the project scope.

Item Description	Unit	Quantity
Pavilion Structure, Complete & Installed	LS	1

Additive Alternate #4: Half Court Basketball Court

Additive amount of all materials, labor, tools, equipment, appurtenances, fasteners, assembly for the installation of the asphalt court paving, striping, basketball goal required to construct the half court basketball court as shown in the Drawings, especially L401 and Details A, B, C and D/L602. Include in Additive Price any deducts for labor, materials, installation, etc. of Base Bid items that acceptance of this Alternate would remove / delete from the project scope.

Item Description	Unit	Quantity
Asphalt Basketball Court Paving	SY	482
Asphalt Basketball Court Striping	LS	1
Basketball Court Goal, Complete & Installed	EA	1
Basketball Team Bench, Bench Type B	EA	1
Team Bench 5'x13' Concrete Pad, Complete & Installed	EA	1

Additive Alternate #5: Additional Site Furnishings

Additive amount of all materials, labor, tools, equipment, appurtenances, fasteners, assembly for the installation of Additional Site Furnishings. Provide pricing to supply and install site furnishings indicated as Additive Alternate #5 scope on L401, L402 and L604. Base bid scope shall include three (3) tables in central plaza pavement as indicated on L401 and all benches and receptacles not specifically noted as part of Additive Alternate #5 on L401 and L402. Additive Alternate #5 shall be for supplying and installing the furniture pieces and concrete pads associated with Additive Alternate #5 furniture pieces. Include in Additive Price any deducts for labor, materials, installation, etc. of Base Bid items that acceptance of this Alternate would remove / delete from the project scope.

Item Description	Unit	Quantity
Site Furnishings –Footing & Anchor per Detail F/L604	EA	8
Site Furnishings – Bench Type A Complete & Installed with 5x8 Concrete Pad	EA	4
Site Furnishings – Trash Receptacle Complete & Installed with 3x3 Concrete Pad	EA	4
Site Furnishings – Recycling Receptacle Complete & Installed with 3x3 Concrete Pad	EA	1
Site Furnishings – Grills, Complete & Installed	EA	2

Submitted by: Bluegrass Contracting Corporation
Firm

1075 Red Mile Road
Address

Lexington, KY 40504
City, State & Zip

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


Signature of Authorized Company Representative – Title

Tanner McKenzie, Vice President
Representative/s Name (Typed or Printed)

(859) 231-0069 (859) 281-6457
Area Code – Phone –Fax #

tannerm@bluegrasscontracting.com
E-Mail Address

OFFICIAL ADDRESS:

1075 Red Mile Road
P.O. Box 11638
Lexington, KY 40504



(Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: Bluegrass Contracting Corporation
- 2. Permanent Place of Business: 1075 Red Mile Road, Lexington, KY 40504
- 3. When Organized: April 3, 1969
- 4. Where Incorporated: Kentucky
- 5. Construction Plant and Equipment Available for this Project:
See Attached Corporate Resume

(Attach Separate Sheet If Necessary)

- 6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:
Fidelity and Deposit Company of America (Surety)



Signed: Madison Haller (Representative of Surety)
Madison Haller Attorney-in-Fact

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

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>See Attached Corporate Resume</u>		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Georgetown Streetscape</u>	<u>Georgetown, KY</u>	<u>\$1,485,068.00</u>
<u>Patuxent Research Refuge</u>	<u>Laurel, MD</u>	<u>\$2,001,677.00</u>

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
<u>See Attached Corporate Resume</u>		

11. DBE Participation on current bonded projects under contract:


<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
N/A			

(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.

Respectfully submitted:

Bluegrass Contracting Corproation
(Name of Contracting Firm)

BY: 
Tanner McKenzie

TITLE: Vice President

DATE August 18, 2022

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK-LIST</u> <u>EACH MAJOR ITEM</u> Such as:	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of</u> <u>Work</u>
Concrete, bituminous paving, construction staking, etc.			
1. <u>Landscaping</u>	Name: <u>Cedar Valley Seeding</u> <u>Y</u>	<u>Y</u>	<u> </u>
	Address: <u>Paris, KY</u>		
2. <u>Handrail</u>	Name: <u>Bottoms Engineering</u>	<u>N</u>	<u> </u>
	Address: <u>Frankfort, KY</u>		
3. <u>Playground</u>	Name: <u>DWA Recreation</u>	<u>N</u>	<u> </u>
	Address: <u>Harrison, OH</u>		
4. <u> </u>	Name: <u> </u>	<u> </u>	<u> </u>
	Address: <u> </u>		
5. <u> </u>	Name: <u> </u>	<u> </u>	<u> </u>
	Address: <u> </u>		
6. <u> </u>	Name: <u> </u>	<u> </u>	<u> </u>
	Address: <u> </u>		
7. <u> </u>	Name: <u> </u>	<u> </u>	<u> </u>
	Address: <u> </u>		

(Attach additional sheet(s) if necessary.)

7. **LIST OF MATERIALS/ SUPPLIERS**

Bidders are hereby advised that this list must be complete and submitted with the Bid.

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/or Supplier
1. <u>Playground</u>	<u>Gametime</u>
2. <u>Pavillion</u>	<u>Icon</u>
Site Furnishings	Premiere Polysteel

END LIST OF MATERIALS AND EQUIPMENT

8. DBE SUB-CONTRACTOR BIDDERS LIST

The Department of Transportation Federal Regulations requires that the Kentucky Transportation Cabinet provide a bidders list to be maintained in the Office of Personnel Management, Small Business Development Branch (49CFR 26:11) for each federally funded project awarded.

Project No.

List all quotes/bids received on this project.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. Cedar Valley Seeding
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers contacted who did NOT submit quotes/bids for this project.

1. Somethin Bloomin
2. GECO Enterprises
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

Non-DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. IMI Concrete
2. Bottoms Engineering
3. Bluegrass Recreation
4. DWA Recreation
5. Tennis Technology
6. Harrod Concrete
- 7.
- 8.

If you need additional space, please attach a separate page. If you need assistance regarding this form, please contact Melvin Bynes or Anita Hall at (502)564-3601.

9. CERTIFICATION FOR FEDERAL-AID CONTRACT

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

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

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

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

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

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

Tanner McKenzie Vice President
 (Printed Name of officer signing certification) (Title)

Tanner McKenzie 08/18/2022
 (Signature)

(Signature)

(Date)

10. CERTIFICATION OF PERFORMANCE

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

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

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

Tanner McKenzie Vice President
(Name of Officer or Authorized Agent) (Title)


(Signature) August 18, 2022
(Date)

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

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

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

11. CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO: CM 3003-354

I, Tanner McKenzie, Vice President
(Name of officer or Authorized Agent) (Title)

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

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

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

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

Exceptions:

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

Tanner McKenzie Vice President
(Name of Officer or Authorized Agent) (Title)

 August 18, 2022
(Signature) (Date)

12. CERTIFICATION OF BID PROPOSAL/DBE

We (I) proposed to furnish all labor, equipment and material necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made necessary revisions to the bid proposal. We have considered all addendum(s) in calculation of the submitted bid and applied the updated bid items, which are included.

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (DBE) in amount of 5 percent (5 %) of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program."

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

Tanner McKenzie Vice President
(Name of Officer or Authorized Agent) (Title)

 August 18, 2022
(Signature) (Date)

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.

13. KENTUCKY TRANSPORTATION CABINET – DBE PROVISIONS

KENTUCKY TRANSPORTATION CABINET – DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

SECOND TIER SUBCONTRACTS

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

It is the policy of the Lexington-Fayette Urban County Government ("LFUCG") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the LFUCG. To that end, the LFUCG will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The LFUCG, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to LFUCG contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the LFUCG.

Failure by the contractor to carry out these requirements is a material breach of its contract with the LFUCG, which may result in the termination of the contract or such other remedy as the LFUCG deems necessary.

DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract by the Kentucky Transportation Cabinet is a five percent (5%) goal of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in a least the percent of the contract as set forth above as goals for this contract.

OBLIGATION OF CONTRACTORS

If a formal goal has not been designated for the contract, all contractors are expected to meet LFUCG 4% MWDBE goal, unless otherwise stated. Contractor shall also consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

CERTIFICATION OF CONTRACT GOAL

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE ACCEPTED. These bids will not be considered for award by the LFUCG and they will be returned to the bidder.

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises ("DBE") in the amount of KYTC 5 percent (5 %) of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Lexington-Fayette Urban County Government related to participation and **Kentucky Transportation Cabinet** pertaining to the DBE Program."

DBEs utilized in achieving the DBE goal must be certified and pre-qualified for the work items at the time the bid is submitted.

DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, within 5 days of the letting. This is necessary before the LFUCG Division of Central Purchasing will review and make a recommendation. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Plan/Subcontractor Request.

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item, unit, quantity, unit price and total amount of the work to be performed by the individual DBE and the project bid number.
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows:
 - a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
 - b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc;
 - c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE's certificate of insurance, and the Required Affidavit of Bidders, Offerors, and Contractors from the DBE to the LFUCG Division of Central Purchasing. The Required Affidavit of Bidders, Offerors and Contractors is included with these bid documents and should be returned with your bid. If the DBE is a supplier of materials for the project, a signed purchase order and a Required Affidavit for Bidders, Offerors, and Contractors must be submitted to the LFUCG Division of Central Purchasing.

Changes to DBE Participation Plans or DBE substitutions must be approved by the LFUCG Division of Central Purchasing. The LFUCG may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort documentation to satisfy the LFUCG that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the bid date. DBEs utilized in achieving the DBE goal must be certified and pre-qualified for the work items at the time the bid is submitted. One complete set of this information must be received in the office of the LFUCG Division of Central Purchasing no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the LFUCG considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Efforts documentation shall include, but may not be limited to information showing evidence of the following:

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by LFUCG to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting that are pre-qualified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are pre-qualified in the subcontracted areas, the bidder must notify the Minority Business Enterprise Liaison in the Division of Central Purchasing to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs 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 DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs 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;
- 8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as 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 DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
- 9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;

- 10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
- 11 Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the LFUCG Division of Central Purchasing based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person with representatives from the Division of Central Purchasing. The bidder will be notified of the Division of Central Purchasing's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of Central Purchasing's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by Central Purchasing. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the LFUCG Division of Central Purchasing.

The LFUCG Division of Central Purchasing reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- **Disallow credit toward the DBE goal;**
- **Withholding progress payments;**
- **Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or**
- **Termination of the contract.**

PROMPT PAYMENT

- **The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the LFUCG Division of Central Purchasing for work performed or materials furnished**

CONTRACTOR REPORTING All Contractors must report on their progress in meeting the DBE requirement on any construction contracts. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers and show the documented proof.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

Photocopied payments and completed form to be submitted to:

**Office of Civil Rights and Small
Business Development 6th Floor
West 200 Mero Street Frankfort, KY 40622**

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the LFUCG Division of Central Purchasing policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the LFUCG Division of Central Purchasing.

END OF SECTION

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION PROCUREMENT
DBE Plan/SUBCONTRACT REQUEST

TC 14-35
Rev. 07/07/16

CONTRACT ID (CONTID)

Subcontract # :

TO :

Rachel Mills, Director

Division of Construction Procurement

FROM :

1st Tier Subcontractor:

Prime Contractor

(if applicable)

SUBJECT :

I hereby request to utilize for DBE participation a portion of the subject project to:

Project Number

County

DBE Employer Identification Numbers:

Federal

The amount to be subcontracted by this request is

DBE

KY

or

Contract

Worth

of the

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount

DBE %

Contract "Worth"

Amount

Contract %

Name of DBE firm	DBE Amount	DBE %	Contract "Worth" Amount	Contract %

Totals based on original contract Amounts

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

Prime Contractor's Signature

Date

1st Tier Subcontractor's Signature (if applicable)

Date

DBE Participant Signature

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION PROCUREMENT
DBE Plan/SUBCONTRACT REQUEST

TC 14-35
 Rev. 07/07/16

Contract ID (ContID) _____ Prime _____ DBE Firm _____

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

DBE Participation Non-Pay Estimates Work Items

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments
Page Total					

14. NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO: CM 3003 354

I, Tanner McKenzie, Vice President,
(Name of officer or Authorized Agent) (Title)

under penalty of perjury under the laws of the United States, do hereby certify that

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

Its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

Tanner McKenzie Vice President
(Name of Officer or Authorized Agent) (Title)

 August 18, 2022
(Signature) (Date)

15. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: See Attached Corporate Resume

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

16. EQUAL OPPORTUNITY AGREEMENT

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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



Bluegrass Contracting Corporation

Signature

Name of Business

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

17. **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of Bluegrass Contracting Corporation 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.

Bonny Stewart has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Officer may be reached by calling 859-231-0069.

Signature: 
(Bidding Contractor)

Title: Vice President

Date: August 18, 2022

18. WORKFORCE ANALYSIS FORM

Name of Organization: Bluegrass Contracting Corporation

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	4		4														4
Professionals	3	3															3
Superintendents	2	1	1														1 1
Supervisors																	
Foremen	4	4															4
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft	41	35				6											41
Service/Maintenance	3	3															3
Total:	57	46	5			6											52 5

Prepared by: Bonny A. Stewart, Accountant
(Name and Title)

Date: 6/20/2022

Revised 2015-Dec-15

19. EVIDENCE OF INSURABILITY

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

Names Insured: Bluegrass Contracting Corporation Employee ID: _____
 Address: 1075 Red Mile Road, Lexington, KY 40504 Phone: _____
 Project to be insured: LFUCG Bid

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-2 - see provisions	GGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ \$1,000,000 per occ DC \$2,000,000 Agg	Travelers Ins Company	A++XV	as of 11/04/21
SC-2 - see provisions	AUTO	\$1,000,000/per occ.	\$ \$1,000,000	Travelers Inc Company	A++XV	as of 11/04/21
SC-2 - see provisions	WC	Statutory w/endorsement as noted	\$ \$4,500,000	KY Assoc General Contractors	A-VIII	as of 03/03/21
SC-2 - see provisions	EXC	\$10,000,000 per occ.	\$ \$10,000,000	Travelers Ins Company	A++XV	as of 11/04/21

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.

Marsh McLennan Agency

Sandy Q Black

Agency or Brokerage

Name of Authorized Representative

360 East Vine Street

Senior Account Manager

Street Address

Lexington KY 40507

Sandy Q. Black

City

State

Zip

Authorized Signature

859-254-8023

02/17/22

Telephone Number

Date

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

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.

20. DEBARRED FIRMS

PROJECT NAME: LFUCG Davis Park

BID NUMBER: 81-2022

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY**

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the **Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended** or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of Bluegrass Contracting Corp has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

Bluegrass Contracting Corporation
Name of Firm Submitting Bid


Signature of Authorized Official

Vice President
Title

08/18/22
Date

21. 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: Bluegrass Contracting Corporation

Project: LFUCG Davis Park

Printed Name and Title of Authorized Representative: Tanner McKenzie, Vice President

Signature: 

Date: 08/18/22

22. PROVISIONS RELATIVE TO SENATE BILL 45A-485

During the performance of the contract, the contractor agrees to comply with the applicable provisions of:

1. KRS 136 Corporation and Utility Tax
2. KRS 139 Sales and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous (5) years pursuant to the applicable statutes above are revealed as follows:

None .

23. EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (7) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.



Signature of Authorized Official

Vice President

Title

August 18, 2022

Date

24. LPA CHANGE ORDERS

KENTUCKY TRANSPORTATION CABINET

Local Public Agency (Department of Highways Funding)

CHANGE ORDER

lpa-DOH-chgord
Mod 07/2/10

Page Contract ID Change Order No Contractor Contractor Address		Project Sponsor County Project Number Project Name	
---	--	---	--

Proposed Changes in Connection with Contract Items:

Item No.	Description	Quantity	Unit	Unit Price	Amount
<i>Total for this Page</i>					
<i>Total for Continuation Page(s)</i>					
<i>Total Contract Items</i>					

Proposed Items of Supplemental Agreement:

Ref. No.	Description	Quantity	Unit	Unit Price	Amount
<i>Total for this Page</i>					
<i>Total for Continuation Page(s)</i>					
<i>Total Supplemental Agreement</i>					
<i>Total Amount</i>					

Time Extension/Explanation:

Reasons for Proposed Changes:

If approved by Transportation Cabinet, the undersigned contractor agrees to do the work outlined herein and to accept as payment in full the basis of payment as set forth herein.

By: _____

Contractor

Date

Requested _____ DATE

Project Engineer

Recommended _____ DATE

Chief District Engineer

Recommended _____ DATE

Deputy State Highway Engineer

Approved _____ DATE

LPA Signature Authority

_____ DATE

Title

Approved _____ DATE

State Highway Engineer

END OF SECTION



ADDENDUM #2

Bid Number: #81-2022

Date: July 27, 2022

Subject: Construction of Davis Park

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. Disregard Addendum #1.
2. Replace Pages P5 – P6 with attached Pages P5 – P6.
3. Replace Pages SC9 – SC26 with attached Pages SC9 – SC21.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Bluegrass Contracting Corporation

ADDRESS: 1075 Red Mile Road, Lexington, KY 40504

SIGNATURE OF BIDDER:





ADDENDUM #3

Bid Number: #81-2022

Date: August 10, 2022

Subject: Construction of Davis Park

Address Inquiries to:
Sondra Stone
ssone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

1. See attached revised Wage Rates.
2. Refer to the Drawings, L401, Keynote 30 should read "4" wide painted parking lot stripe." Thermoplastic striping shall be used for all stop bars, crosswalk striping and ADA compliant parking space striping. Refer to Detail E/L601 for all ADA parking space striping – these shall be thermoplastic striping in compliance with LFUCG requirements.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Bluegrass Contracting Corporation

ADDRESS: 1075 Red Mile Road, Lexington, KY 40504

SIGNATURE OF BIDDER:



1.16 BID BOND

BID BOND

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Bluegrass Contracting Corporation

as principal (the "Principal") and Fidelity and Deposit Company of Maryland

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

as obligee (the "Obligee"), in the penal sum of Five Percent of Amount Bid (5%) dollars for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Construction of Davis Park

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within ninety (90) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. 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 apply.

DATED as of this 18th day of August, 2022.

WITNESS / ATTEST:

[Signature]
Principal (Secretary) Sarah Stewart

Bluegrass Contracting Corporation
Principal

By: [Signature]
Name: Tanner McKenzie
Title: Vice President



[Signature]
Surety (Secretary) Paula J. Teague
Witness

Fidelity and Deposit Company of Maryland
Surety

By: [Signature] (seal)
Name: Madison Haller
Title: Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY
COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Todd P. LOEHNERT, Monica KAISER, John B. AYRES, Paula J. TEAGUE, Michael W. BAXTER and Madison HALLER, all of Louisville, Kentucky**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of April, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Robert D. Murray*
Vice President




By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 17th day of April, A D 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn, Notary Public
My Commission Expires July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By- Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of August, 2022.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577