

BIDDER: HERRICK COMPANY, INC.

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# BID FORMS

WEST HICKMAN WASTEWATER TREATMENT PLANT SCUM REMOVAL ADDITION AND  
AERATED SLUDGE HOLDING TANK NO. 3 COVER PROJECT  
BID NO. 22-2018  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,  
KENTUCKY

Prepared by:

STRAND ASSOCIATES, INC.®  
1525 Bull Lea Road, Suite 100  
Lexington, KY 40511  
[www.strand.com](http://www.strand.com)

Issued for Bid  
March 15, 2018



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

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

**WEST HICKMAN WASTEWATER TREATMENT PLANT SCUM REMOVAL  
ADDITION AND AERATED SLUDGE HOLDING TANK NO. 3 COVER PROJECT  
BID NO. 22-2018**

Place: Lexington, Kentucky

Date: April 5, 2018

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

This Proposal Submitted by Herrick Company, Inc.

2176 Waddy Road, Lawrenceburg, KY 40342  
(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **WEST HICKMAN WASTEWATER TREATMENT PLANT SCUM REMOVAL ADDITION AND AERATED SLUDGE HOLDING TANK NO. 3 COVER PROJECT** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of **\$1,500.00** for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No.   1   Date   3/29/18  

Addendum No.        Date                   

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 HERRICK COMPANY, INC.

Date April 5, 2018

\* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Donna S. Herrick, bearing the official title of Chief Executive Officer, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

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

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

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

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

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

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, Donna S. Herrick, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Donna S. Herrick and he/she is the individual submitting the bid or is the authorized representative of Herrick Company, Inc., the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Donna S Herrick  
(Affiant)

STATE OF Kentucky

COUNTY OF Anderson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Donna S. Herrick on this the 5th day of April, 2018.

My Commission expires: March 2, 2019  
Sabrina K. Galbard  
NOTARY PUBLIC, STATE AT LARGE

4. LUMP SUM BID

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following lump sum and/or unit prices which shall include the furnishing of all labor, materials, supplies, services, equipment and/or vehicle usage, all items of cost, overhead, taxes (federal, state, local), and profit for the CONTRACTOR and any Subcontractor involved. The Bidder must make the extensions and additions showing the total amount of bid. The contract, if awarded, will be on the basis of material and equipment specified in the specification without consideration of possible substitute or "Or equal" items. (Per article 18 of the Information for Bidders). The LFUCG reserves the right to award the bid in its best interest and within fiscal constraints.

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

LUMP SUM BID:

One Million Fifty Eight Thousand (Words) Dollars \$ 1,058,000 (Numbers)

See Section 01019-Contract Considerations for discussion of cash allowances to include in the Bid.

Contract award will be made based on the Lump Sum Base Bid or Lump Sum Base Bid with any combination of Bid Alternatives selected. The price for all Base Bid Equipment items shall be included in the Lump Sum Base Bid. Bid Alternatives will be added or deducted from the Lump Sum Base Bid, if they are accepted, prior to Notice of Award being made.

OWNER reserves the right to accept or reject any Bid Alternatives or Equipment Alternatives to the Lump Sum Base Bid. If Alternatives designated by the OWNER are considered in the Award, the Alternatives shall be accepted in the sequence identified below and the lowest Lump Sum Bid shall be computed on the Base Bid, plus any Bid Alternatives accepted. Should OWNER wish to consider Bid Alternatives listed, Bidder may be required to provide additional information prior to Notice of Award. Consideration of Equipment Alternatives of the selected Bidder will be made by OWNER within 60 days after the Effective Date of the Agreement.

If a Bid Alternative is selected by OWNER, the awarded Contract price will include the selected Alternative(s). The priority of selection for Alternatives shall be Bid Alternative No. 1, Bid Alternative No. 2A or Bid Alternative No. 2B, Bid Alternative No. 3A or Bid Alternative No. 3B.

BID ALTERNATIVE NO. 1:

CONTRACTOR shall include in the cost of the Bid Alternative ALL work associated with providing the scope listed below.

The price of \$ 17,000<sup>00</sup> shall be added to the Contract Lump Sum Bid if OWNER elects to have CONTRACTOR provide and install a weir gate in each clarifier splitter box (2 total), as shown on Drawing 10-SM1.04.

BID ALTERNATIVE NO. 2A:

CONTRACTOR shall include in the cost of the Bid Alternative ALL work associated with providing the scope listed below.

The price of \$ 149,000<sup>00</sup> shall be added to the Contract Lump Sum Bid if OWNER elects to have CONTRACTOR demolish existing spray bar and nozzles in Zone 1 aeration tanks (8 total) and install new spray bar of stainless steel pipe and nozzle assemblies as shown on Drawing 10-SM1.06.

BID ALTERNATIVE NO. 2B:

The price of \$ 228,000<sup>00</sup> shall be added to the Contract Lump Sum Bid if OWNER elects to have CONTRACTOR demolish existing spray bar and nozzles in Zone 1 aeration tanks (8 total) and install new spray bar of ductile iron pipe and nozzle assemblies as shown on Drawing 10-SM1.06.

BID ALTERNATIVE NO. 3A:

CONTRACTOR shall include in the cost of the Bid Alternative ALL work associated with providing the scope listed below.

The price of \$ 165,000<sup>00</sup> shall be added to the Contract Lump Sum Bid if OWNER elects to have CONTRACTOR demolish existing spray bar and nozzles in Zone 2 aeration tanks (6 total) and install new spray bar of stainless steel pipe and nozzle assemblies as shown on Drawings 10-SM1.07.

BID ALTERNATIVE NO. 3B:

CONTRACTOR shall include in the cost of the Bid Alternative ALL work associated with providing the scope listed below.

The price of \$ 248,000<sup>00</sup> shall be added to the Contract Lump Sum Base Bid if OWNER elects to have CONTRACTOR demolish existing spray bar and nozzles in Zone 2 aeration tanks (6 total) and install new spray bar of ductile iron pipe and nozzle assemblies as shown on Drawings 10-SM1.07.



## CASH ALLOWANCES

The following Cash Allowances shall be included in the Lump Sum Base Bid. The Cash Allowances for non-Lump Sum items shall be equal to the product of the quantity included in the Lump Sum Base Bid and the Unit Price. The Cash Allowances will be adjusted in the event that estimated quantities to be included in the Lump Sum Base Bid are different from final measured quantities. A single Unit Price shall be bid for each item. Failure to include one or more of the following Unit Price items may result in rejection of the entire Bid as nonconforming. For items with a quantity of 1, the Cash Allowance shall be adjusted based on actual final costs.

Item Number	Description	Estimated Quantity Included in the Lump Sum Base Bid	Unit	Bid Unit Price	Total Bid Price Included in the Lump Sum Base Bid
1.	Project Soils Engineer Section 02222	1	LS	\$15,000	\$15,000
2.	Systems Integration Section 16940	1	LS	\$15,000	\$15,000

Submitted by: HERRICK COMPANY, INC.  
*Firm*

2176 Waddy Road  
*Address*

Lawrenceburg Kentucky 40342  
*City, State & Zip*

***Bid must be signed:  
(original signature)*** *Donna S Herrick* CEO  
***Signature of Authorized Company Representative – Title***

Donna S. Herrick  
*Representative/s Name (Typed or Printed)*

502-839-3484 502-839-0939  
*Area Code – Phone – Extension* *Fax #*

hci@dcr.net  
*E-Mail Address*

**OFFICIAL ADDRESS:**

2176 Waddy Road

Lawrenceburg, KY 40342

\_\_\_\_\_ (Seal if Bid is by Corporation)

by signing this form you agree to ALL of the terms and associated forms.

**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: Herrick Company, Inc.
- 2. Permanent Place of Business: 2176 Waddy Road, Lawrenceburg, KY 40342
- 3. When Organized: January 26, 1996
- 4. Where Incorporated: State of Kentucky
- 5. Construction Plant and Equipment Available for this Project:

See attached list

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(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:

United Fire & Casualty Company, PO Box 73909, Cedar Rapids, IA 52407 (Surety)

Signed: Leigh McCarthy Leigh McCarthy  
Attorney-in-Fact (Representative of Surety)  
Smith Manus, 2307 River Road, Louisville, KY 40206

Herrick Company, Inc.  
2176 Tracy Road  
Lawrenceburg, KY 40342  
502-839-3484  
502-839-0939 Fax

**Bid:** West Hickman WWTP Scum Removal Addition & Aerated Sludge Holding Tank No. 3 Cover Project

**Item 5.5 (Page P-10): Equipment Available**

- 35 ton Crane
- 15 ton Boom Truck
- 50 ton Crane
- 15 ton P&H Crane
- CAT D5 Dozer
- CAT 953 Loader
- CAT 315 Excavator
- CAT 416 Backhoe
- CAT 420 Backhoe
- CAT 420E Backhoe
- CAT 302.5 Excavator
- Hyundai R35ZCR Mini-Excavator
- Bobcat Skid Steer Loader
- International Flat Bed Dump
- (2) 185 Air Compressors
- 6" Diesel Pump
- Kundel 8' x 20' trench box
- (8) pickup trucks
- Miscellaneous small equipment and tools

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>
Please see attached schedule		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Please see attached schedule		

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>
Donna Herrick	CEO	22+
H. Douglas Herrick	President	22+
Sabrina Gabbard	Office Manager	12+
Ryan Gabbard	Project Manager	15+
Chad Holbrook	Superintendent	1/2
Samuel Thorpe	Superintendent	12
Eddie Johnson	Superintendent	19+
Larry Boian	Superintendent	19+

**HERRICK COMPANY, INC.**  
**Bid: West Hickman WWTP Scum Removal Addition**  
**and Aerated Sludge Holding Tank No. 3 Cover Project**  
**BID DATE: April 5, 2018**

**ITEM 8 - Page P-11**

<b>Name</b>	<b>Location</b>	<b>Contract Sum</b>
GMWSS WWTP No. 1 Digester Sludge Pump Replacement	Georgetown, KY	\$232,250.00
West Hickman WWTP Zone 2 Aeration Improvements	Nicholasville, KY	\$531,400.00
WWTP Mechanical Bar Screen	Radcliff, KY	\$227,700.00
WWTP Ultraviolet Disinfection System	Radcliff, KY	\$404,400.00
WWTP Improvements - Chemical Feed & Phosphorus Removal	Hardinsburg, KY	\$1,930,382.19
WWTP Generator & SCADA System Additions & Non-Potable Water System Upgrade and Line Replacement	Frankfort, KY	\$2,279,000.00

HERRICK COMPANY, INC.  
Bid: West Hickman WWTP Scum Removal Addition  
and Aerated Sludge Holding Tank No. 3 Cover Project  
BID DATE: April 5, 2018

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Name	Location	Contract Sum
WWTP Generator & SCADA System	Frankfort, KY	\$2,279,000.00
WWTP Improvements / Chemical Feed & Phosphorous Removal	Hardinsburg, KY	\$1,930,389.19
Lincoln Trail Lift Station Rehabilitation Project	Radcliff, KY	\$673,250.00
West Laurel New County Farm Pump Station	London, KY	\$497,725.00
WTP Modifications - Contract 3	Lebanon, KY	\$172,750.00
High Service Pump Station Replacement Valves	Frankfort, KY	\$167,600.00
Wood Creek WTP Valve Replacement	Laurel County, KY	\$111,250.00

*Donna S Herrick, CEO*  
*April 5, 2018*

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>MAJORITY</u>
See attached schedule	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(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.



**HERRICK COMPANY, INC.****Bid: West Hickman WWTP Scum Removal Addition  
and Aerated Sludge Holding Tank No. 3 Cover Project****BID DATE: April 5, 2018****ITEM 11 - Page P-12**

<b>Subcontractor</b>	<b>Project (specific type)</b>	<b>DBE</b>	<b>% of Sub Work</b>
J.L. Davis Electrical Contractor, Inc.	WWTP (Frankfort SCADA System)	N	99.00%
Richmond Mechanical, Inc.	WWTP (Frankfort SCADA System)	N	1.70%
McKinney Painting, Inc.	WWTP (Frankfort SCADA System)	Y	0.03%
Randle-Davies Construction Co., LLC	WWTP (Frankfort SCADA System)	N	0.01%
Timmons Electric Company	WWTP (Hardinsburg Improvements)	N	66.90%
McKinney Painting, Inc.	WWTP (Hardinsburg Improvements)	Y	21.50%
Samson Steel Corporation	WWTP (Hardinsburg Improvements)	N	9.40%
Nationwide Fence Company	WWTP (Hardinsburg Improvements)	N	2.20%
JSC Electric, Inc.	WTP (Wood Creek Valves)	N	52.60%
McKinney Painting, Inc.	WTP (Wood Creek Valves)	Y	47.40%
Complete Electrical Systems Inc.	WTP (W Laurel PS)	N	47.30%
McKinney Painting, Inc.	WTP (W Laurel PS)	Y	10.00%
Cave City Contracting	WTP (W Laurel PS)	N	12.50%
Hume Masonry	WTP (W Laurel PS)	N	30.20%
J.L. Davis Electrical Contractor, Inc.	WTP (Lincoln Trail PS)	N	55.70%
McKinney Painting, Inc.	WTP (Lincoln Trail PS)	Y	37.20%
The Fence Company, LLC	WTP (Lincoln Trail PS)	Y	7.10%
J.L. Davis Electrical Contractor, Inc.	WTP (HS PS Valves)	N	63.20%
McKinney Painting, Inc.	WTP (HS PS Valves)	Y	36.80%

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u>	
		<u>Yes/No</u>	<u>% of Work</u>
1. <u>ELECTRIC</u>	Name: <u>TEM</u> Address: <u>Lexington, Ky</u>	<u>Yes</u>	<u>8%</u>
2. <u>HVAC</u>	Name: <u>Richmond Mechanical</u> Address: <u>Richmond, Ky</u>	<u>No</u>	
3. <u>Painting</u>	Name: <u>McKinney Painting</u> Address: <u>Versailles, Ky</u>	<u>Yes</u>	<u>2%</u>
4. <u>PRE-ENGINEERED Bldg.</u>	Name: <u>WICKS</u> Address: <u>New Albany IND.</u>	<u>No</u>	
5. <u>FIRE SPRINKLERS</u>	Name: <u>BROWN SPRINKERS</u> Address: <u>Lexington, Ky</u>	<u>No</u>	
6. _____	Name: _____ Address: _____		
7. _____	Name: _____ Address: _____		

(Attach additional sheet(s) if necessary.)

**7. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

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

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky   X  . 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.

READ CAREFULLY – SIGN IN SPACE BELOW – FAILURE TO SIGN INVALIDATES BID.

Signed by Donna S Herrick Donna S. Herrick, CEO

Firm Herrick Company, Inc.

Address 2176 Waddy Road

Lawrenceburg, KY 40342

Telephone 502-839-3484 Fax: 502-839-0939

Date April 5, 2018

8. **STATEMENT OF EXPERIENCE**

*(this section must be completed or your bid will be considered as non-responsive)*

**\*\*See attached Schedule\*\***

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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**\*\*See attached schedule\*\***

BY: Herrick Company, Inc.  
Name of Firm

DATE: April 5, 2018

BY: *Donna S Herrick*  
Donna S. Herrick

TITLE: Chief Executive Officer

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

Item 8. Statement of Experience - Page P-15

Donna S. Herrick - Chief Executive Officer

HCI Start Date: 1/26/96 (Years in construction - 22)

**Experience:** Management, cost-tracking, asset acquisition, budgeting, financial planning, risk management and control, project analysis, corporate taxes, human resources and payroll, new business start-ups

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H. Douglas Herrick - President

HCI Start Date: 1/26/96 (Years in construction - 46)

**Experience:** Management, SFR contract builder, carpentry, estimating, supervisor on water- and waste-water treatment projects, including new construction, renovation, maintenance and emergency work

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Samuel G. Thorpe - Superintendent

HCI Start Date: 12/26/06 (Years in construction - 49)

**Experience:** Bridge construction, carpentry, equipment maintenance & control, environmental & safety officer, supervisor

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Eddie R. Johnson - Superintendent

HCI Start Date: 5/22/99 (Years in construction - 47)

**Experience:** Carpentry, electrical, plumber, layout & design, supervisory

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Ryan P. Gabbard - Project Manager / Superintendent

HCI Start Date: 12/30/00 (Years in construction - 18)

**Experience:** Laborer, rebar foreman, layout, carpentry, tower construction, supervisory; project manager

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Larry T. Boian - Superintendent

HCI Start Date: 3/29/99 (Years in construction - 36)

**Experience:** Operator, rebar, carpentry, welding, supervisory

---

Chadrick D. Holbrook - Superintendent

HCI Start Date: 1/19/18 (Years in construction - 17 )

**Experience:** Operator, carpentry, supervisory

---

Sabrina K. Gabbard - Office Manager

HCI Start Date: 10/09/06 (Years in construction - 12)

**Experience:** Payroll administrator, project reporting, equipment control & maintenance, payables & receivables, year-end information reporting, quarterly tax filing, field work as labor & forklift operator

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BY: HERRICK COMPANY, INC.

DATE: April 5, 2018

BY: Donna S. Herrick Donna S. Herrick

TITLE: Chief Executive Officer

9. 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.

*Donna S Herrick*  
Signature Donna S. Herrick, CEO

Herrick Company, Inc.  
Name of Business

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

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

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

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

The Act further provides:

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

- a. *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.*
- b. *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.

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

It is the policy of Herrick Company, Inc.  
to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

Signature: *Anna S Herrick* Herrick Company, Inc.  
(Bidding Contractor)

Title: Chief Executive Officer

Date: April 5, 2018

**11. WORKFORCE ANALYSIS FORM**

Name of Organization: Herrick Company, Inc.

Date: April / 05 / 2018

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	2	1	1					1	1
Professionals									
Superintendents	4	4						4	
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	2	1	1					1	1
Skilled Craft	8	8						8	
Service/Maintenance									
Total:	16	14	2					14	2

Prepared By: *Donna S. Herrick* CEO

Donna S. Herrick, Herrick Company, Inc.

**12. EVIDENCE OF INSURABILITY**

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

Names Insured: Herrick Company, Inc.

Employee ID: 61-1296034

Address: 1385 Tracy Road

Phone: 502-839-3484

Lawrenceburg, KY 40342

Project to be insured: West Hickman Wastewater Treatment Plant Scum Removal Addition & Aerated Sludge Holding Tank No. 3 Cover Project Bid No. 22-2018

Lexington-Fayette Urban County Government, KY

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	AM Best's Code	Rating
SC1.3.D.1 - see provisions	CGI	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000/ 2,000,000	Cincinnati Insurance Co.	004289	A+XV
SC1.3.D.1 - see provisions	AUTO	\$2,000,000/per occ.	\$ 2,000,000	Cincinnati Insurance Co.	004289	A+XV
SC1.3.D.1 - see provisions	WC	Statutory w/endorsement as noted	\$4,000,000 each accident \$4,000,000 disease/empl \$4,000,000 disease/pol	Associated General Contractors of Kentucky	055002	A-VII
	Umbrella		\$ 5,000,000	Cincinnati Insurance Co.	004289	A+XV

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.

J. Smith Lanier & Co., A Marsh & McLennan Agency LLC company

Chris Barnett

Agency or Brokerage 360 East Vine Street

Name of Authorized Representative Senior Vice President

Street Address Lexington

Title Senior Vice President

City Lexington

Authorized Signature 

State KY

Date March 23, 2018

Zip 40507

Telephone Number 859-254-8023

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.

Excess Liability

\$5,000,000

Travelers Property & Casualty Co. 004461 A++XV

13. DEBARRED FIRMS

PROJECT NAME: West Hickman Wastewater Treatment Plant Scum Removal Addition and Aerated Sludge Holding Tank No. 3 Cover Project

BID NUMBER: 22-2018

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 Herrick Company, Inc. has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

Herrick Company, Inc.  
Name of Firm Submitting Bid

Donna S Herrick  
Signature of Authorized Official Donna S. Herrick

Chief Executive Officer  
Title

April 5, 2018  
Date

**14. 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: TE M Group, Inc

Project: West Hickman WWTP Scum Removal Addition and Aerated Sludge Holding Tank No. 3 Cover Project

Printed Name and Title of Authorized Representative: Ron Boughry, CFO

Signature: 

Date: April 5, 2018

END OF SECTION

#### 14. 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: Richmond Mechanical Inc.

Project: West Hickman WWTP Scum Removal Addition and Aerated Sludge Holding Tank No. 3 Cover Project

Printed Name and Title of Authorized Representative: William Richmond / President

Signature: 

Date: April 5, 2018

END OF SECTION

#### 14. 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: McKinney Painting, Inc.

Project: West Hickman WWTP Scum Removal Addition and Aerated Sludge Holding Tank No. 3 Cover Project

Printed Name and Title of Authorized Representative: Clarissa Neal, Controller

Signature: Clarissa Neal

Date: April 5, 2018

END OF SECTION



#### 14. 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.

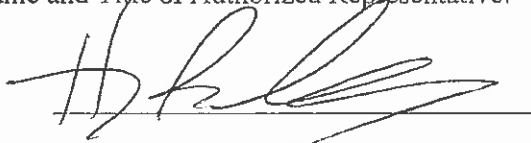
Firm Name: BROWN SPRINKLER

Project: West Hickman WWTP Scum Removal Addition and Aerated Sludge Holding Tank No. 3 Cover Project

Printed Name and Title of Authorized Representative:

HUEY R. ADAMS

Signature:



Date: April 5, 2018

END OF SECTION

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Herrick Company, Inc.  
2176 Waddy Road  
Lawrenceburg, KY 40342

**SURETY:**

(Name, legal status and principal place of business)

United Fire & Casualty Company  
PO Box 73909  
Cedar Rapids, IA 52407-3909

**OWNER:**

(Name, legal status and address)

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

**BOND AMOUNT:** Five Percent of the Amount Bld

( \$ 5% of Bld )

**PROJECT:**

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

West Hickman Wastewater Treatment Plant, Scum Removal Addition and Aerated Sludge Holding Tank No. 3 Cover Project

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 \_\_\_\_\_ 5th day of

April

2018

Herrick Company, Inc.

(Principal)

(Title)

United Fire & Casualty Company

(Surety)

(Title)

Leigh McCarthy  
Attorney-in-Fact

(Witness)

(Witness)

Int.

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UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint JAMES T. SMITH, JAMES H. MARTIN, BROOK T. SMITH, RAYMOND M. HUNDLEY, DEBORAH NEICHTER, BONNIE J. ROWE, MICHELE LACROSSE, SUMMER BETTING, JASON CROMWELL, LEIGH MCCARTHY, EACH INDIVIDUALLY OF LOUISVILLE KY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of August, 2018 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**"Article VI - Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

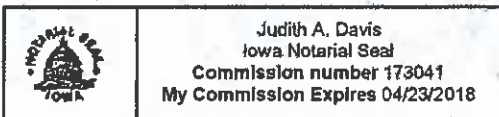
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of August, 2016

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:  
 On 1st day of August, 2016, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Davis* Notary Public  
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 5th day of April, 20 18.



By: *David A. Lange*

Secretary, UF&C  
 Assistant Secretary, UF&I/FPIC