

PART III

Invitation to Bid No. 141-2011

Green Acres Stormwater Treatment Units Project

2011

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: JAN. 26, 2012

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

This Proposal Submitted by CLAUNCH CONSTRUCTION

624 N. COLLEGE ST. HARRODSBURG
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, doing business as A PARTNERSHIP "~~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 Sanitary Sewer System Rehabilitation 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 \$250.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 1.19.12

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 CLAUNCH CONSTRUCTION

Date JAN 26, 2012

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

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

RONNIE CLAUNCH - MORELAND AVE HARTFORDSBURY
LEE CLAUNCH - KENNEDY BRIDGE RD BURGIN

* 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, LEE CLAUNCH, and after being first duly sworn, states under penalty of perjury as follows:

1. His/~~her~~ name is LEE CLAUNCH and he/~~she~~ is the individual submitting the bid or is the authorized representative of CLAUNCH CONSTRUCTION, 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.



(Affiant)

STATE OF KENTUCKY

COUNTY OF MERCER

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

Lee Claunch on this the 26th day of January,
2012.

My Commission expires: April 19, 2015

Betty Ann Pelt
NOTARY PUBLIC, STATE AT LARGE

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.

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.

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
1.	Remove Bituminous Concrete Paving for _____ Dollars _____ Cents (per Square Yard)	48	SY	\$ <u>28.00</u>	\$ <u>1344</u>
2.	Remove 42" – 48" Pipe for _____ Dollars _____ Cents (per Linear Foot)	40	LF	\$ <u>39.00</u>	\$ <u>1560</u>
3.	Remove Concrete Manhole for _____ Dollars _____ Cents (per Each)	1	EA	\$ <u>875</u>	\$ <u>875</u>
4.	Remove 42" Concrete Headwall for _____ Dollars _____ Cents (per Each)	1	EA	\$ <u>500</u>	\$ <u>500</u>
5.	Remove Concrete Curb and Gutter for _____ Dollars _____ Cents (per Linear Foot)	35	LF	\$ <u>28.00</u>	\$ <u>980</u>
6.	Remove Concrete Sidewalk for _____ Dollars _____ Cents (per Square Yard)	23	SY	\$ <u>33.00</u>	\$ <u>759</u>
7.	Remove Chain Link Fence for _____ Dollars _____ Cents (per Linear Foot)	20	LF	\$ <u>30.00</u>	\$ <u>600</u>
8.	Earthwork Fill – Topsoil for _____ Dollars _____ Cents (per Cubic Yard)	120	CY	\$ <u>36.00</u>	\$ <u>4320</u>
9.	Site Restoration, Seeding and Straw Mulch for _____ Dollars _____ Cents (per Square Yard)	105	SY	\$ <u>2.00</u>	\$ <u>210</u>
10.	Class I Bit. Concrete Surface, 1 ½-inch Depth for _____ Dollars _____ Cents (per Ton)	72	TON	\$ <u>102</u>	\$ <u>7344</u>

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
11.	Bituminous Pavement Milling, 1 ½-inch Depth for _____ Dollars _____ Cents (per Ton)	72	TON	\$ <u>88.00</u>	\$ <u>6336</u>
12.	Edge Key for _____ Dollars _____ Cents (per Linear Foot)	21	LF	\$ <u>1.00</u>	\$ <u>21.00</u>
13.	Dense Graded Aggregate for _____ Dollars _____ Cents (per Ton)	21	TON	\$ <u>23.00</u>	\$ <u>483</u>
14.	Unfinished Concrete for Trench Cap (6-inch) for _____ Dollars _____ Cents (per Cubic Yard)	8	CY	\$ <u>110</u>	\$ <u>880</u>
15.	Concrete Sidewalk (4 ½-inch Depth) for _____ Dollars _____ Cents (per Square Yard)	23	SY	\$ <u>25.00</u>	\$ <u>575</u>
16.	Concrete Entrance Pavement (formed Class A) for _____ Dollars _____ Cents (per Square Yard)	22	SY	\$ <u>37.00</u>	\$ <u>814</u>
17.	42-inch RCP Stormsewer Pipe for _____ Dollars _____ Cents (per Linear Foot)	8	LF	\$ <u>265</u>	\$ <u>2120</u>
18.	48-inch RCP Stormsewer Pipe for _____ Dollars _____ Cents (per Linear Foot)	8	LF	\$ <u>275</u>	\$ <u>2200</u>
19.	LFUCG 42-inch Headwall w/Grate for _____ Dollars _____ Cents (per Each)	1	EA	\$ <u>2650</u>	\$ <u>2650</u>
20.	Aggregate Channel Lining D50 for at Headwall for _____ Dollars _____ Cents (per Ton)	10	TON	\$ <u>45</u>	\$ <u>450</u>
21.	LFUCG Curb Box Inlet Type D (Modified) for _____ Dollars _____ Cents (per Each)	1	EA	\$ <u>2800</u>	\$ <u>2800</u>
22.	Tie Curb Box Inlet to Existing 48" Pipe for _____ Dollars _____ Cents (per Each)	1	EA	\$ <u>1800</u>	\$ <u>1800</u>
23.	Storm Sewer Manhole (Type A, 6 ft dia) for _____ Dollars _____ Cents (per Each)	1	EA	\$ <u>4400</u>	\$ <u>4400</u>

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
24.	Chain Link Gate for _____ Dollars _____ Cents (per Each)	2	EA	\$ <u>600</u>	\$ <u>1200</u>
25.	<i>Drivable Grass</i> for _____ Dollars _____ Cents (per Square Feet)	600	SF	\$ <u>6.67</u>	\$ <u>4002</u>
26.	No. 57 Stone (washed) under <i>Drivable Grass</i> for _____ Dollars _____ Cents (per Ton)	12	TON	\$ <u>33</u>	\$ <u>396</u>
27.	<i>Suntree</i> Water Quality Unit with manhole access for _____ Dollars _____ Cents (per Each)	1	EA	\$ <u>68,000</u>	\$ <u>68,000</u>
28.	<i>Suntree</i> Water Quality Unit with observation lid for _____ Dollars _____ Cents (per Each)	1	EA	\$ <u>57400</u>	\$ <u>57400</u>
29.	Erosion and Sediment Control for _____ Dollars _____ Cents (per Lump Sum)	1	LS	\$ <u>6481</u>	\$ <u>6481</u>
30.	Public Improvement Sign for _____ Dollars _____ Cents (per Each)	1	EA	\$ <u>2500</u>	\$ <u>2500</u>

TOTAL OF ALL BID PRICES FOR Green Acres Stormwater Treatment Units Project (Items 1 through 30) in words and figures:

ONE HUNDRED EIGHTY FOUR THOUSAND DOLLARS

NO CENTS

(\$ 184,000.00)

Submitted by:

CLAUNCH CONSTRUCTION
Firm

624 N. COLLEGE ST.
Address

HARRODSBURG, KY 40330
City, State & Zip

Bid must be signed:
(original signature)

Lee Claunch - MEMBER
Signature of Authorized Company Representative - Title

LEE CLAUNCH
Representative/s Name (Typed or Printed)

859.734.7964
Area Code - Phone - Extension Fax #

LEECLAUNCH@YAHOO.COM
E-Mail Address

OFFICIAL ADDRESS:

(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: CLAWNCH CONSTRUCTION
- 2. Permanent Place of Business: 624 N. COLLEGE ST. HARRODSBURG
- 3. When Organized: 1980
- 4. Where Incorporated: MERCER CO., KY
- 5. Construction Plant and Equipment Available for this Project:
TRACK HOE
SKID STEER
TR. AXLE
FRONT END LOADER
COMPACTOR

(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:

WELLS FARGO (Surety)

Signed: PAULA TEAGUE (SEE BID BOND) (Representative of Surety)

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
LEE/MAIN/ SAND.	LEX	220K
RADCLIFF RD	LEX	250K

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
MNA 3D	LEX	780K

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>
BOYD GAMBLER	P.M.	3
JAMES ELISON	FOREMAN	5
DAVID STRONG	OPER	3
DANNY WALKER	LABOR	2

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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(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.

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>	% of Work
1. _____	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
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 . 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 Loe Clark

Firm CLAWNCH CONSTRUCTION

Address 624 N. COLLEGE ST.
HARRISBURG, KY 40330

Telephone 859.734.7964

Date 1.26.12

8. STATEMENT OF EXPERIENCE

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

NAME OF INDIVIDUAL: BOYD GAMBLE

POSITION/TITLE: P.M.

STATEMENT OF EXPERIENCE: 4 YEARS GENERAL CONSTRUCTION
15 YEARS EXCAVATION / UNDERGROUND UTILITIES

NAME OF INDIVIDUAL: JAMES ELLISON

POSITION/TITLE: FOREMAN

STATEMENT OF EXPERIENCE: 12 YEARS EXCAVATION

NAME OF INDIVIDUAL: LEE CRAWFORD

POSITION/TITLE: MEMBER

STATEMENT OF EXPERIENCE: 18 YEARS EXCAVATION

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

BY: CLAWNCH CONSTRUCTION
Name of Firm

DATE: 1.26.12

BY: Lee Chua

TITLE: MEMBER

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

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.



Signature

CLAWNCH CONSTRUCTION

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.

10. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of CLAUNCH CONSTRUCTION
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: Lee Claul
(Bidding Contractor)

Title: MEMBER

Date: 1-26-12

11. WORKFORCE ANALYSIS FORM

Name of Organization: CRAUNCH CONSTRUCTION

Date: 1 / 26 / 12

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	2	2							
Professionals	2	2							
Superintendents	1	1							
Supervisors	4	4							
Foremen									
Technicians	11	11							
Protective Service									
Para-Professionals									
Office/Clerical	2		2						
Skilled Craft									
Service/Maintenance									
Total:	22	20	2						

Prepared By: LEE CRAUNCH

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

Named Insured: Claunch Construction LLC Employer ID: 74-3062339]
 Address: 624 N. College Street Phone: 859-734-7964
Harrodsburg, KY 40330

Project to be Insured: Project #1412011 Green Acres Storm Water Treatment Units

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage's listed below, in addition to all other requirements and conditions outlined in Risk Management/Insurance Provisions. You are advised to read that Section carefully to understand these requirements.

Section Items	Coverage	Minimum Limits and Endorsements Required	Limits Provided to Insureds	Name Of Insurer	A.M. Best Rating
1.4.1	<u>CCGL</u>	\$1,000,000 / per occ \$2,000,000/agg w/ Products Completed Operation Liability & XCU coverage \$1,000,000/per occ	\$1M per Occ \$2M Agg Limit w/ Prod & Comp Ops	FCCI / National Trust	A-
1.4.1	<u>Auto</u>		\$1,000,000 per Acc	FCCI / National Trust	A-
1.4.1	<u>WC</u>	<u>STATUTORY</u>	\$4,000,000 EL	KY AGC / SIF	A-

The Named Insured should provide a copy of the required provisions and statements regarding insurance requirements; and the undersigned agrees to insure all applicable risks affiliated with the above referenced projects.

Wells Fargo Ins Services
 Agency or Brokerage Name Walter M Zolla
 950 Breckenridge Ln, Ste 50
 Street Address
 Louisville, KY 40207
 City State Zip
 (502) 425 - 9444
 Telephone Number
 Name of Authorized Representative
 Vice President
 Title
 Authorized Signature
 Date

NOTE: Authorized signatures may be the agent's if the agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signatures must be that of authorized representative of insurer.
IMPORTANT: Contract may not be awarded if you cannot provide a completed and signed copy of this form for all coverage's listed above.

13. DEBARRED FIRMS

CONTRACT NUMBER: 141.2011

**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.

PROJECT NAME: GREEN ACRES STORMWATER

CONTRACT NO.: 141-2011

DEBARRED FIRMS

The undersigned hereby certifies that the firm of CLAWNCH CONSTRUCTION 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.

CLAWNCH CONSTRUCTION
Name of Firm Submitting Bid

Leo Clanch
Signature of Authorized Official

MEMBER
Title

1-26-12
Date

END OF SECTION

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 141-2011

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

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2. JENN-HILL KNOXVILLE, TN 615-824-1200	WQU'S	\$115,875.00	63%
3.			
4.			

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

CLAUNCH CONSTRUCTION
Company
1-26-12
Date

Lee Chul
By
MEMBER
Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 141-2011

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

Company Name	Contact Person
Address/Phone/Email <u>624 N. COURSE ST. HARRODSBURG, KY 40330</u>	Bid Package / Bid Date <u>141-2011 1.26.12</u>

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
JEN HILL	TREY	615 824 1200	1.12	WQU	MTG	115,875	FEM

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

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

CLAYTON CONSTRUCTION
Company
1.26.12
Date

[Signature]
Company Representative
MEMBER
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 141.2011

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other
Please list any other methods utilized that aren't covered above.

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

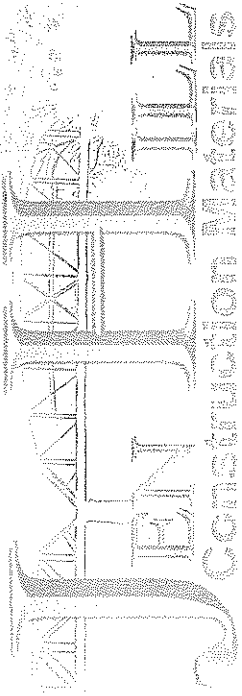
CLAYTON CONST.
Company

Lee Chum
Company Representative

1.26.12
Date

MEMBER
Title

END OF SECTION



Ph: 800-452-4435
 Fax: 615-822-9460
 E-mail: info@jenhill.com
 Website: WWW.JENHILL.COM
 Locations: Hendersonville, Knoxville, & Murfreesboro

Regional Representative for Suntree Technologies

TO : Bidding and Estimating
 FROM : Trey Hightower, Jen-Hill Construction Materials
 DATE : 1-20-12 BID DATE: 1-26-12
 SUBJECT : Suntree Nutrient Separating Baffle Box quote for Green Acres Project

Item	Qty	Unit	Description-Products quoted are as specified.	Unit Cost	Unit Cost with Tax	Total
1	1	ea	Suntree Nutrient Separating Baffle Box "Project A" with Observation Lid	\$59,307.00	\$62,865.42	\$62,865.42
2	1	ea	Suntree Nutrient Separating Baffle Box "Project B"	\$43,807.00	\$46,435.42	\$46,435.42
3	2	ea	Maintenance for both Baffle Boxes (1 year)	\$3,100.00	\$3,286.00	\$6,572.00
					Total including 6% sales tax	\$115,872.84

Notes:

- Unit Cost is FOB jobsite in bid qty's.
- Terms Net 30, 1.5% Late Charge.
- Prices good for 30 days from above date.
- Prices include the 8' x 16' concrete structure and installation of Suntree Screen System and Observation Lid on site.
Awarded contractor is responsible for supplying equipment to lower screen system into concrete structure.
- Adequate and dry access in and around Suntree units is responsibility of awarded contractor.
- The setting of the concrete structure for the Suntree Baffle Box is the responsibility of the awarded contractor.
- After the two Suntree concrete structures are set, Jen-Hill will mobilize and install the two Suntree Screen systems and Observation Lid in the field.
- It will take us two days to install the screen systems and Observation Lid.
- The Suntree concrete will come in 3 sections and the heaviest lift is 33,000 lbs
- Maintenance for one year includes three inspections and one clean out for each Baffle Box

We look forward to working with you.

Sincerely,

Trey Hightower
 Regional Representative for Suntree Technologies
 Jen-Hill Construction Materials
 Trey@jenhill.com

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Todd P. Loehnert, Deborah L. Burton, Ruth Ann Herzog, Pamela S. Canter or Paula J. Teague of Wells Fargo Insurance Services USA, Inc. of Louisville, KY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 Dollars (\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16 day of February, 2010.

Attest:

Berkley Regional Insurance Company

(Seal)

By Ira S. Lederman
Ira S. Lederman
Senior Vice President & Secretary

By Robert P. Cole
Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 16 day of February, 2010, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC

MY COMMISSION EXPIRES JUNE 30, 2012

Eileen Killeen
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 26th day of January, 2012.

(Seal)

Andrew M. Tuma
Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.