



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Acting Commissioner

**ADDENDUM #2**

Bid Number: **3-2013**

Date: February 12, 2013

Subject: **Wolf Run Pump Station Relocation, Contract B-Interceptor & Force Main**

Please address inquiries to:  
Betty Landrum @  
[bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov) OR  
Rich Smith @  
[rich.smith@hdrinc.com](mailto:rich.smith@hdrinc.com)

**TO ALL PROSPECTIVE BIDDERS:**

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

**Changes to Specifications**

Part II, Information for Bidders: Subpart 16, Affirmative Action Plan, delete the entire Subpart and replace with the following:

“Items required to be submitted with the Bid are specified in Subpart 23.”

Part II, Information for Bidders: Subpart 23, Required Submittals, delete the entire Subpart and replace with the following:

“23. **REQUIRED SUBMITTALS**

A. The following documents (attached) must be submitted with your bid or your bid will be considered non-responsive and rejected:

- Part III – Form of Proposal, P-2
  - Proposal, P-2 through P-4
  - Bidder’s Affidavit, P-5 through P-6 (must be signed and notarized)
  - Bid Schedule, P-7 through P-9
  - Statement of Bidder’s Qualifications, P-10 through P-12
  - List of Proposed Subcontractors, P-13
  - Non-Collusion/Non-Conflict, P-14
  - Statement of Experience, P-15 through P-16
  - Equal Opportunity Agreement, P-17
  - EEO Affirmative Action Policy, P-20
  - Workforce Analysis, P-21
  - Evidence of Insurability Form, P-22 or Certificate of Insurance
- ✓• Certification Regarding Debarment, Suspension, etc., 00803-26 (Attachment 10)
- ✓• Certification Regarding Lobbying, 00803-27 (Attachment 11)

10-DAYS

- DBE Participation Policy Form, 00803-31 through 00803-33
- B. The following documents will be required from the apparent low Bidder within 10 calendar days after the bid opening:
  - EPA Form 6100-3 (DBE Subcontractor Performance Form)
  - EPA Form 6100-4 (DBE Subcontractor Utilization Form)
  - Bidders' List Form, 00803-34
  - DBE subcontractor certifications, executed subcontracts or letters of intent
  - Information Concerning the Efforts to Obtain Subcontractors form with proof of solicitation"

Section 02642, Sewage Valves and Gates: Subpart 2.02, delete subparts 2.02 A. and B. and replace with the following:

- " A. The combination air valves shall be 4-inch size and equivalent to A.R.I. D-023 air valves as manufactured by A.R.I. Flow Control Accessories.
- B. The valve shall be of the type that automatically exhausts large quantities of air during the filling of a system and allows air to re-enter during draining or when a vacuum occurs. The valve shall also release small pockets of air as they may accumulate within the piping system under operating pressure. The overall height shall not exceed 22 inches. The valve body and inner metal parts shall be stainless steel. All operating parts shall be made of corrosion-resistant materials."

Questions	Answers
Are quantities correct?	See Revised Bid Form, this Addendum
Which Addenda are required to be acknowledged on the Form of Proposal?	Official Addenda that have an Addendum Number and date
Are any "hot taps" required on the 30-inch force main?	No, only a connection to the influent channel at the WWTP.
What is minimum trench width for 30-inch force main?	42 inches as indicated on the Drawings
Must Bidders Affidavit be signed by a Kentucky Notary?	No, Notary can be local to Contractor's place of business.
What Affirmative Action documents must be submitted with the Bid?	See this Addendum

*Todd Slatin* 

Todd Slatin, Acting, Director  
Division of Central Purchasing

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

COMPANY NAME: HOWELL CONTRACTORS, INC.

ADDRESS: 980 HELEN ROTH DR. FT. WRIGHT, KY 41017

SIGNATURE OF BIDDER: *Paul Brick*  
PAUL BRICKING, VIA

PART III

INVITATION TO BID NO. 3-2013

FORM OF PROPOSAL

**Wolf Run Pump Station Relocation, Contract B - Interceptor and Force Main**

**1. PROPOSAL**

Place: Lexington, Kentucky

Date: FEBRUARY 26<sup>th</sup> 2013  
<sub>PD</sub>

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

This Proposal Submitted by HOWELL CONTRACTORS INC  
980 HELEN ROTH DR., FT. WRIGHT, KY 41017  
(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, 3<sup>rd</sup> Floor  
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for **Wolf Run Pump Station Relocation, Contract B – Interceptor and Force Main**, 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.

**REVISED**

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 one hundred eighty (180) consecutive calendar days thereafter. Bidder further agrees to pay liquidated damages, the sum of \$2,000.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 2/7/13; Addendum No. 5 Date 2/20/13  
Addendum No. 2 Date 2/12/13; Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. 3 Date 2/15/13; Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. 4 Date 2/15/13; 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.

FORM OF PROPOSAL

2. LEGAL STATUS OF BIDDER

Bidder HOWELL CONTRACTORS, LLC

Date FEBRUARY 19, 2013

\* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom PAUL BRICKER, bearing the official title of Vice Pres., 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, PAUL BRICKING, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is PAUL BRICKING and he/she is the individual submitting the bid or is the authorized representative of Howell Contractors, 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.

Paul Brickell  
(Affiant)

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

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

Paul Brickell on this the 19<sup>th</sup> day of FEBRUARY, 2013

~~2007.~~



My Commission expires: \_\_\_\_\_

Marty Boggs  
NOTARY PUBLIC, STATE AT LARGE, KY

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.

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

**Note: For Item No. 4, Bidder shall circle DIP, FRP, PVC, or RCP pipe.  
For Item No. 7, Bidder shall circle DIP or PVC pipe.**

**Contract B – Interceptor and Force Main**

Item No.	Item	Unit	Qty.	Unit Price	Total Price
1	Mobilization	LS	1	\$ 75,000. <sup>00</sup>	\$ 75,000. <sup>00</sup>
2	Bonds and Insurance	LS	1	\$ 25,000. <sup>00</sup>	\$ 25,000. <sup>00</sup>
3	General Requirements	LS	1	\$ 40,000. <sup>00</sup>	\$ 40,000. <sup>00</sup>
4	48-inch Gravity Sewer (DIP, FRP, PVC, or RCP)	LF	2,995	\$ 334. <sup>00</sup>	\$ 1,000,330. <sup>00</sup>
5	48-inch Gravity Sewer, DIP	LF	560	\$ 388. <sup>00</sup>	\$ 217,280. <sup>00</sup>
6	10-inch Gravity Sewer	LF	630	\$ 77. <sup>00</sup>	\$ 48,510. <sup>00</sup>
7	30-inch DIP Force Main (DIP or PVC)	LF	9,570	\$ 173. <sup>00</sup>	\$ 1,655,410. <sup>00</sup>
8	Standard Manhole, 10 ft. Dia.	EA	2	\$ 22,500. <sup>00</sup>	\$ 46,000. <sup>00</sup>
9	Standard Manhole, 8 ft. Dia. Bolt-Down	EA	3	\$ 16,500. <sup>00</sup>	\$ 49,500. <sup>00</sup>
10	Standard Manhole, 6 ft. Dia.	EA	2	\$ 11,500. <sup>00</sup>	\$ 23,000. <sup>00</sup>
11	Standard Manhole, 6 ft. Dia. Bolt-Down	EA	5	\$ 11,750. <sup>00</sup>	\$ 58,750. <sup>00</sup>
12	Standard Manhole, 4 ft. Dia.	EA	3	\$ 3,250. <sup>00</sup>	\$ 9,750. <sup>00</sup>
13	Manhole Barrel Extensions, 10 ft. dia.	VF	29	\$ 600. <sup>00</sup>	\$ 17,400. <sup>00</sup>
14	Manhole Barrel Extensions, 8 ft. dia.	VF	21	\$ 400. <sup>00</sup>	\$ 8,400. <sup>00</sup>
15	Manhole Barrel Extensions, 6 ft. dia.	VF	70	\$ 200. <sup>00</sup>	\$ 14,000. <sup>00</sup>
16	Manhole Barrel Extensions, 4 ft. dia.	VF	2	\$ 100. <sup>00</sup>	\$ 200. <sup>00</sup>
17	Steel Encasement Pipe, Bore & Jack for 48-inch gravity sewer	LF	145	\$ 2,200. <sup>00</sup>	\$ 319,000. <sup>00</sup>
18	42-inch Steel Encasement Pipe, Bore & Jack	LF	385	\$ 750. <sup>00</sup>	\$ 288,750. <sup>00</sup>
19	42-inch Steel Encasement Pipe, Open Cut	LF	90	\$ 550. <sup>00</sup>	\$ 49,500. <sup>00</sup>
20	Connect to 30-inch Force Main Pipe	EA	1	\$ 10,000. <sup>00</sup>	\$ 10,000. <sup>00</sup>
21	Connect to Exist. 30-inch Sewer	EA	1	\$ 12,500. <sup>00</sup>	\$ 12,500. <sup>00</sup>
22	Connect to Exist. 24-inch Sewer	EA	1	\$ 5,000. <sup>00</sup>	\$ 5,000. <sup>00</sup>
23	Connect to Exist. 12-inch Sewer	EA	2	\$ 3,000. <sup>00</sup>	\$ 6,000. <sup>00</sup>



Item No.	Item	Unit	Qty.	Unit Price	Total Price
24	Connect to Exist. 10-inch Sewer	EA	1	\$ 2500. <sup>00</sup>	\$ 2500. <sup>00</sup>
25	Connect to Exist. 8-inch Sewer	EA	1	\$ 2000. <sup>00</sup>	\$ 2000. <sup>00</sup>
26	Reconnect Existing 6-inch Lateral	EA	1	\$ 1500. <sup>00</sup>	\$ 1500. <sup>00</sup>
27	Connect to WWTP Influent Structure	LS	1	\$ 17,500. <sup>00</sup>	\$ 17,500. <sup>00</sup>
28	Demolish Exist. Sewer Manhole	EA	3	\$ 500. <sup>00</sup>	\$ 1500. <sup>00</sup>
29	Cut & Cap Exist. 24-inch Sewer	EA	1	\$ 2000. <sup>00</sup>	\$ 2000. <sup>00</sup>
30	Cut & Cap Exist. 10-inch Sewer	EA	1	\$ 500. <sup>00</sup>	\$ 500. <sup>00</sup>
31	Sewage Combination Air Valve & Vault, Automatic	EA	2	\$ 16,500. <sup>00</sup>	\$ 33,000. <sup>00</sup>
32	Line Marker	EA	12	\$ 200. <sup>00</sup>	\$ 2400. <sup>00</sup>
33	Bituminous Pavement Replacement	LF	1,000	\$ 25. <sup>00</sup>	\$ 25,000. <sup>00</sup>
34	Concrete Street/Driveway/Sidewalk Replacement	LF	150	\$ 15. <sup>00</sup>	\$ 2,250. <sup>00</sup>
35	Bituminous Pavement - Full Width Overlay (11 ft. wide)	LF	1,000	\$ 15. <sup>00</sup>	\$ 15,000. <sup>00</sup>
36	Concrete Encasement	LF	50	\$ 100. <sup>00</sup>	\$ 5,000. <sup>00</sup>
37	Concrete Support - Utility Crossing	EA	2	\$ 1,000. <sup>00</sup>	\$ 2,000. <sup>00</sup>
38	Video Inspection	LF	4,185	\$ 3. <sup>00</sup>	\$ 12,555. <sup>00</sup>
39	Creek/Stream Crossing	LF	235	\$ 250. <sup>00</sup>	\$ 58,750. <sup>00</sup>
40	Stream Bed and Bank Restoration	LF	235	\$ 100. <sup>00</sup>	\$ 23,500. <sup>00</sup>
41	Erosion and Sediment Controls	LS	1	\$ 15,000. <sup>00</sup>	\$ 15,000. <sup>00</sup>
42	Demobilization and Project Closeout	LS	1	\$ 15,000. <sup>00</sup>	\$ 15,000. <sup>00</sup>
43	Cash Allowance No. 1 - Railroad Permit Charges	LS	1	\$ 5,000	\$ 5,000
44	Connect To Existing Manhole	EA	1	\$ 6,000. <sup>00</sup>	\$ 6,000. <sup>00</sup>

The **Total Base Bid Amount** shall be the sum of the unit price items above (Items 1-44) to get the total listed below:

*FOUR MILLION TWO HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED THIRTY FIVE*

Dollars (\$ 4,228,435.<sup>00</sup>).

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

Submitted by: Howell Contractors, Inc.  
Firm

980 HELEN RUTH DR.  
Address

FT. WRIGHT, KY 41017  
City, State & Zip

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

 , VICE PRES  
Signature of Authorized Company Representative – Title

PAUL BRICKING  
Representative's Name (Typed or Printed)

859 331 5457 x15      859 331 6768  
Area Code – Phone – Extension      Fax #

pbricking@howellcontractors.com  
E-Mail Address

OFFICIAL ADDRESS:

980 HELEN RUTH DR

FT. WRIGHT, KY 41017

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

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: Howell Construction, Inc
- 2. Permanent Place of Business: 980 Heber Pritch Dr., Ft. Worth, KY 41017
- 3. When Organized: 1991
- 4. Where Incorporated: Kenton Co., KY
- 5. Construction Plant and Equipment Available for this Project:  
PLEASE SEE ATTACHED

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

Fidelity and Deposit Co of Maryland (Surety)  
Signed: [Signature] (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>
<i>PLEASE SEE ATTACHED LIST</i>		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<i>PLEASE SEE ATTACHED LIST</i>		

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>
<i>PAUL BRICKING</i>	<i>P. M.</i>	<i>11</i>
<i>LJ Nowell</i>	<i>Field OP. MANAGER</i>	<i>15</i>
<i>JEREMY Blich</i>	<i>FOREMAN</i>	<i>12</i>

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>
<u>DAVE O'MARA</u>	<u>36" PCLP W/M</u>	<u>          </u>	<u>      ✓      </u>
<u>QUEEN CITY BULKTOP</u>	<u>16" DIP W/M</u>	<u>      ✓      </u>	<u>              </u>
<u>AIRLIFT TRUCKING</u>	<u>16" DIP W/M</u>	<u>      ✓      </u>	<u>              </u>
<u>A+ PERFORMANCE TRUCKING</u>	<u>36" PCLP W/M</u>	<u>              </u>	<u>      ✓      </u>
<u>TRI-STATE SANDING</u>	<u>16" DIP W/M</u>	<u>      ✓      </u>	<u>              </u>
<u>                                  </u>	<u>                                  </u>	<u>              </u>	<u>              </u>
<u>                                  </u>	<u>                                  </u>	<u>              </u>	<u>              </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.

Respectfully submitted:

Howell Contractors, Inc  
(Name of Contracting Firm)

BY: Paul B.

TITLE: PAUL BRICKING, VICE PRES.

DATE FEBRUARY 26, 2013

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>
1. <u>Gravity Sewer/Force Main Piping</u>	Name: <u>HTA ENTERPRISES</u> <u>PO BOX 72635</u> Address: <u>LOUISVILLE KY 40272</u>	<u>YES</u>
2. <u>Landscaping/Restoration</u>	Name: <u>ERTH IMAGES</u> <u>PO BOX 267</u> Address: <u>GREENWOOD IN 46142</u>	<u>YES</u>
3. <u>Encasement Pipe Bore &amp; Jack</u>	Name: <u>CAPITOL TUNNELING</u> <u>2216 REFUGEE RD</u> Address: <u>COLUMBUS OH 43207</u>	<u>NO</u>
4. <u>Bituminous Pavement Replacement</u>	Name: <u>HOWELL CONTRACTORS INC</u> <u>980 HELEN RUTH DR</u> Address: <u>FORT WRIGHT KY 41017</u>	<u>NO</u>
5. <u>Stream Bed &amp; Bank Restoration</u>	Name: <u>HOWELL CONTRACTORS INC</u> <u>980 HELEN RUTH DR</u> Address: <u>FORT WRIGHT KY 41017</u>	<u>NO</u>
6. <u>Video Inspection</u>	Name: <u>TELE VAC ENVIRONMENTAL</u> <u>7611 EASY ST.</u> Address: <u>MASON OH 45040</u>	<u>NO</u>
7. <u>CONST. STAKING</u>	Name: <u>UNITED CONST. DESIGN</u> <u>4637 ILLINOIS AVE</u> Address: <u>LOUISVILLE KY 40213</u>	<u>YES</u>

(Attach additional sheet(s) if necessary.)

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.

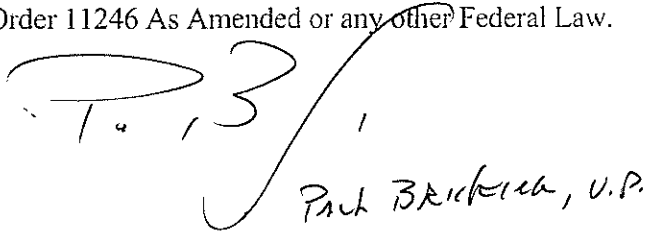
1.	<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u>	
				<u>Yes/No</u>
1.	<u>Gravity Sewer/Force Main Piping</u>	Name: <u>MESSIER &amp; ASSOC.</u> <u>PO BOX 21293</u> Address: <u>LOUISVILLE KY 40221</u>		<u>YES</u>
2.	<u>Landscaping/Restoration</u> <u>SAWING &amp; COREING</u>	Name: <u>CONCRETE CORING CO.</u> <u>624 BIZZELL DR.</u> Address: <u>LEXINGTON, KY 40510</u>		<u>NO</u>
3.	<u>Encasement Pipe Bore &amp; Jack</u> <u>VIDEO / PRE-BLAST SURVEYS</u>	Name: <u>SAULS SEISMIC, INC</u> <u>3710 4<sup>TH</sup> AVE. SOUTH</u> Address: <u>BIRMINGHAM, AL 35222</u>		<u>NO</u>
4.	<u>Bituminous Pavement Replacement</u> <u>CLEARING</u>	Name: <u>LICKS HOPPERS</u> <u>PO BOX 99902</u> Address: <u>LOUISVILLE KY 40269</u>		<u>NO</u>
5.	<u>Stream Bed &amp; Bank Restoration</u> <u>PIPE MATERIAL</u>	Name: <u>THOMPSON DIST.</u> <u>2225 N. COLLEGE AVE</u> Address: <u>INDIANAPOLIS IN</u>		<u>YES</u>
6.	<u>Video Inspection</u>	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.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

  
Paul Bricker, U.P.



8. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: PLEASE SEE ATTACHED INFORMATION

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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:

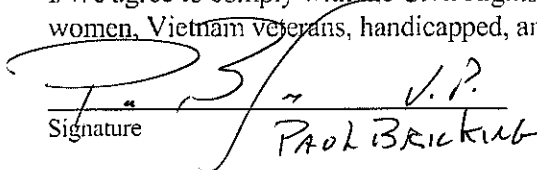
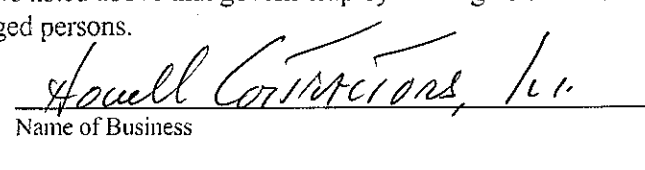
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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	 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 Howell Contractors, 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.

11. WORKFORCE ANALYSIS FORM

Name of Organization: Spawell Contractors, Inc.

Date: 02 1261 2013

Categories	Total		White		Black		Other		Total	
	M	F	M	F	M	F	M	F	M	F
Administrators	4		1		1				6	
Professionals	2								2	
Superintendents	0									
Supervisors	2								2	
Foremen	0									
Technicians	0									
Protective Service	0									
Para-Professionals	0									
Office/Clerical	3	1							2	1
Skilled Craft	28	4	1	1			3		23	5
Service/Maintenance	0									
Total:	41	5	29	5	2	1	4		35	6

Prepared By: Paul Brickling, U.P.

*(Signature)* PAUL BRICKLING, U.P.

REVISED

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: Howell Contractors, Inc Employee ID: Paul Brickett  
Address: 980 Helen Roth Dr. Phone: 859-331-5457  
Ft. Wright, KY 40117

Project to be insured: Wick Run Sewer & Force Main

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC 1.4.1.A	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000	Westfield	002382	A
SC 1.4.1.B	AUTO	\$2,000,000 per occ.	\$ 1,000,000	Westfield	002382	A
SC 1.4.1.C	WC	Statutory w/endorsement as noted	\$ 4,000,000	KY AGUSIF	055002	A-

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.

Agency or Brokerage: Hauser Insurance Group  
3040 Northcreek Dr, Ste. 200  
Street Address: Cincinnati OH State: 45236 Zip  
513-936-7379  
City Telephone Number

Name of Authorized Representative: Debra K Pollino  
Title: Sr. Risk Consultant  
Authorized Signature: [Signature]  
Date: 2/25/2013

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

IMPORTANT: CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGES LISTED ABOVE IS NOT PROVIDED

END OF SECTION



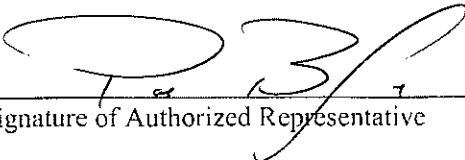
**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

PAUL BRICKING  
Typed Name & Title of Authorized Representative

      2/26/13  
Signature of Authorized Representative      Date

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

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

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

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

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

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

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

*PAUL BRICKING*

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

*Paul Bricking*

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

\_\_\_\_\_  
Date

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION POLICY

PROJECT NAME: Wolf Run P.S. Contract B BID DATE: 2/26/13

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

Prime Contractor's Name: Howell Contractors, Inc.  
Contact Person: PAUL BRICKING  
Address: 980 HELEN RUTH DR. FE. WRIGHT, KY 41017  
Phone: 859 331 5457  
Cell Phone: 859-393-6727  
Email: pbricking@howellcontractors.com  
Total Contract Amount: 4,728,435 -

2. Total dollar amount/percent of contract of MBE participation: TOTAL DBE = \$507,300

3. Total dollar amount/percent of contract of WBE participation: 12%

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

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

6. List of MBE Subcontractors:

DBE  
Name: HTA ENTERPRISES  
Contact Person: HAROLD VALENTINE  
Address: PO BOX 72635 LOUISVILLE KY  
Phone: 502-933-5900  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Contract: BLASTING SUB  
Work to be Done: BLASTING  
Amount: \$345,000 -

7. List of WBE Subcontractors:

DBE  
Name: THOMPSON DIST.  
Contact Person: DEXTER THOMPSON  
Address: 2225 N. COLLEGE AVE INDIANAPOLIS, IN  
Phone: 317-923-2581  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Contract: SUPPLY  
Work to be Done: SUPPLY  
Amount: \$100,000 -

Attach Additional Sheets, If Necessary

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION POLICY

PROJECT NAME: Wolf Run P.S. Contract B BID DATE: 2/26/13

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

Prime Contractor's Name: Howell Contractors, Inc.  
Contact Person: PAUL BRICKING  
Address: 980 HELEN RUTH DR FEWDEHT, KY 41017  
Phone: 859 331 5457  
Cell Phone: 859-393-6777  
Email: pbricking@howellcontractors.com  
Total Contract Amount: \_\_\_\_\_

2. Total dollar amount/percent of contract of MBE participation: \_\_\_\_\_

3. Total dollar amount/percent of contract of WBE participation: \_\_\_\_\_

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

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

6. List of MBE Subcontractors:

DBE  
Name: UNITED CONST. & DESIGN  
Contact Person: TERENCE SANDERS  
Address: 4637 ILLINOIS AVE LOUISVILLE KY 40213  
Phone: 502-451-3300  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Contract: SUB  
Work to be Done: STAKING  
Amount: \$12,300

7. List of WBE Subcontractors:

DBE  
Name: MESSIER & ASSOC.  
Contact Person: FERNANDO MESSIER  
Address: PO BOX 21293 LOUISVILLE KY 40221  
Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Contract: SUB  
Work to be Done: TRUCKING  
Amount: \$50,000

Attach Additional Sheets, If Necessary

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

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

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

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

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

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

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

Company name and phone number: \_\_\_\_\_

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

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

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

Name of publication: \_\_\_\_\_

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

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

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

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

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

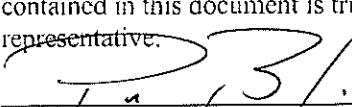
(iii). Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs; including dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

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

- (iv). Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
  - The prime contractor certifies that they established delivery schedules which would allow DBEs to participate in the projects.
  
- (v). Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce. The easiest way to utilize the services of SBA and MBDA is to visit their websites: [www.sba.gov](http://www.sba.gov) and [www.mbda.gov](http://www.mbda.gov) and use the electronic tools available there or you may send the nearest SBA and MBDA office a certified letter that generally describes the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known. You may also use the services and assistance of the Kentucky Procurement Assistance Program (KPAP). The easiest way to utilize the services of KPAP is to send an email: [ced.kpap@ky.gov](mailto:ced.kpap@ky.gov) and provide information on forthcoming opportunities available to DBEs.
  - The prime contractor certifies that the assistance of the SBA, MBDA, and/or KPAP was utilized. *Submit pages printed off the SBA and MBDA websites which evidence efforts to register a solicitation on those sites or submit copies of the letter sent and certified mail receipt as documentation; submit copies of emails with KPAP as documentation.*
  
- (vi). If a subcontractor awards any subcontracts, require the subcontractor to take the steps in numbers (i) through (v) above.
  - The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the "six good faith efforts" as listed above.

9. **Signature and date:**

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

  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 2/26/13  
 \_\_\_\_\_  
 Date

Paul Brockung, J.P.  
 \_\_\_\_\_  
 Print name and title

# Howell Contractors, Inc.

980 Helen Ruth Dr.  
Ft. Wright, Kentucky 41017  
859-331-5457 Fax-859-331-6768

## Experience of Key Personnel

### **Jimmy Howell, President**

Mr. Howell has extensive experience in the excavation and utility industry. HCI was incorporated in 1991. Mr. Howell has owned and operated all types of heavy excavation and trenching equipment. HCI has performed all types of underground utilities including large diameter water and sewer installations as well as horizontal directional drilling, pipe bursting, dewatering and bypass pumping.

### **Paul Bricking Jr., Vice President**

Mr. Bricking operated heavy equipment installing septic systems, water and sewer services from 1970 – 1981.

Mr. Bricking worked for Utility Construction, Inc from 1981 – 1987 as an operator, superintendent and estimator/project manager.

Mr. Bricking was employed by Larry Smith Contractors in 1987 as an equipment operator. Mr. Bricking was promoted to Foreman in 1988 and to Safety Director in 1994. Mr. Bricking became Estimator and Project Manager in 1996 and worked as Chief Estimator from 1997 until 2002.

Mr. Bricking started working for HCI in December of 2002 as Estimator/Project Manager and was promoted to Vice President in 2003.

Paul holds OSHA 8, 10 & 30 hour Construction Safety Certifications, and is an Ohio State Certified Fire and Life Safety Inspector and Ohio State Firefighter 1A. Paul has served for over 20 years as a Nationally Registered Emergency Medical Technician and currently serves as Safety Officer for the Ross Twp. Fire Dept, Butler County, Ohio.

### **Mike Wiley., Estimator**

Mr. Wiley was the Vice-President of Larry Smith Contractors from 1989 to 1995 while working as Estimator and Project Manager for projects located throughout Cincinnati and Northern Kentucky specializing in Public Water and Sewer construction, Site Development and Street Improvement projects.

Mr. Wiley was the Ohio Construction Manager of Reynolds Inc. from 1995 to 2000 while working as Chief Estimator and Construction Manager for projects in Ohio, West Virginia and Eastern Kentucky specializing in large Public Water and Sewer, Treatment Plant and Sewer Rehabilitation projects.

Mr. Wiley was the President and Owner of Miami-Western Contractors, Inc. from 2000 to 2007 while managing all aspects of Public Utility Construction. Miami Western Contractors operated in Southwestern Ohio, Southeast Indiana and Northern Kentucky.

Mr. Wiley has worked for HCI since 2008 as the Chief Estimator for Water and Sewer Construction projects.

Mr. Wiley has a Bachelor of Science in Civil Engineering from University of Cincinnati, graduating in 1978.

**Jimmy Howell Jr., Operations Manager**

Mr. Howell Jr. started working as a labor and operator for HCI in 1995 and was promoted to Foreman in 1999. Mr. Howell Jr. has estimated and managed projects from 1999 until 2003 and was promoted to Operations Manager in 2004.

**Kenneth Stewart, P.E., Project Manager**

Mr. Stewart is a Professional Engineer specializing in water and sewer construction.

Mr. Stewart managed roadway, paving and storm sewer projects for the County Engineer of Clinton County, Ohio before moving on to Montgomery County, Ohio, where he managed major sanitary sewer projects for the Sanitary Engineer for 3 years.

Mr. Stewart worked at Nelson Stark Construction Company from 2001 to 2006 while gaining the knowledge and experience needed to manage civil projects.

Mr. Stewart has worked at Howell Contractors since December 2006 and has the duties of estimator and a project manager.

Mr. Stewart has a Bachelor of Science in Civil Engineering, University of Dayton, graduating in 2001.

**Tony Roark, Project Manager**

Mr. Roark has 25 years experience in the pipeline industry, including development, industrial construction and public utilities.

Mr. Roark was a Foreman for HCI for two years before being promoted to Project Manager in May 2011.

**Ron Becknell, Pipe Foreman**

M. Becknell has 31 years experience in the water and sewer construction industry including poured in place concrete structures.

Mr. Becknell has 15 years experience as a Water and Sewer Project Foreman.

Mr. Becknell is currently working for the Cincinnati MSD on an Emergency Repair Contract while managing two crews.

**Rick Lauderman, Excavation Foreman**

Mr. Lauderman has 33 years experience installing water and sewer utilities and performing excavation and grading while managing all facets of development from site clearing to final paving.

**Kenny Hornsby, Foreman**

Mr. Hornsby has been a Foreman for HCI since 2011 while specializing in DIP and PCCP water main installations.

Mr. Hornsby previously was a Heavy Equipment Operator from 1999 to 2010.



# Howell Contractors, Inc.

980 Helen Ruth Dr.  
Ft. Wright, KY 41017

## References

### A Bank

Institution: Heritage Bank  
Contact: Lee Scheben  
Phone: 859-342-0920  
Address: Burlington Pike, Florence, KY 41042

### A Surety

Company: Fidelity Deposit of Maryland  
Agent: Hauser Group  
Phone: 513-745-9250  
Address: 4300 Glendale-Milford Rd.  
Cincinnati, Ohio 45242

### A Supplier

Company: Hughes Supply  
Contact: Mark Will  
Phone: 513-924-1393  
Address: Production Dr.  
Fairfield, Ohio 45014

**PROJECT REFERENCES**

Howell Contractors, Inc.

859-331-5457

980 Helen Ruth

Fax: 859-331-6768

Ft. Wright, KY 41017

Updated On: May 1, 2012

JOB NAME	DESCRIPTION	VALUE	COMPLETE	OWNER	ADDRESS	CONTACT	PHONE	ENGINEER	ADDRESS	CONTACT	PHONE
Howard Litzler	13,000' 42" RJ DIP Watermain	\$3,500,000.00	2002	Northern Kentucky Water District	3049 Dixie Highway P.O. Box 17010 Covington, KY 41017	Scott Shepard	859-578-7890	Viox, & Viox Inc.	466 Erlanger Rd. Erlanger, KY 41018	Bill Viox	859-727-3293
Boone Florence Contract B-1	10,000' 30 DIP Watermain	\$2,019,400.00	2003	Boone- Florence Water Commission	8100 Ewing Blvd Suite 200 Florence, KY 41042	Bob Hall	859-371-5714	Bugess & Nipple, Ltd	312 Plum St. 12th. Floor Cincinnati, OH 45202	Ken Timko	
River Rd.	10,000' 8" DIP Watermain	\$570,626.00	2002	Cincinnati Water Works	4747 Spring Grove Ave. Cincinnati, OH 45232	Pat Arnette	513-591-6585	CWW	same	same	same
Tipp City / Vandalia Transmission Water Mains	57,000 LF of 16" - 24" DIP Water Main	\$4,329,850.00	2007	Northern Area Water Authority	260 S. Garber Dr. Tipp City, Oh 45371	M.J. Eichman	937-667-6305	URS Engineers	277 W. Natonwide Blvd., Columbus, Oh 43215	Brian Benedict	614-464-4500
Arrow St. Pump Station Elimination	6106' - 12" DIP Sanitary Sewer	\$1,139,850.00	2006	Greater Cincinnati Sanitation District No. 1	1600 Gest Street, Cincinnati, Ohio	Steve Lauck	513-244-1376	MSD Of Greater Cincinnati	1600 Gest Street, Cincinnati, Ohio	Steve Lauck	513-244-1376
Allen Fork Sewer	Sewer, 2,000'- Force Main	\$2,149,850.00	2007	Cincinnati Water Works	1045 Eaton Dr. Ft. Wright, KY 41017	Thor Anderson	859-578-7460	Malcolm Pirnie, Inc.	Dr. Suite 101 Cincinnati, PE	Steven Moss, PE	513-677-8380
Cherry Grove 24" Water	2000'-24" PCCP Water Main	\$587,848.00	2006	Cincinnati Water Works	Ave. Cincinnati, OH 45232	Pat Arnette	513-591-6585	Tetra Tech., Inc	11156 Canal Rd. Sharonville, OH 45241	Jim Bedel	513-772-4660
Boone Rural Water Main	51,000' - 8" & 12" DIP Water	\$2,197,429.00	2006	Boone County Water District	2475 Burlington Pike Burlington, KY 41005	Phil Trzop	859-586-6155	Viox, & Viox inc.	466 Erlanger Rd Erlanger, KY 41018	Bill Viox	859-727-3293
Grand Ave Water Main	5,400' - 16" DIP Water Main	\$1,457,850.00	2007	Cincinnati Water Works	4747 Spring Grove Ave. Cincinnati, OH 45232	Russ Weber	513-591-7862	Brandsiteiler / Carrol	11156 Canal Rd. Sharonville, OH 45241	Jim Bedel	317-844-8900
South Union Sewer	4,200'-36" Sanitary Sewer	\$1,564,140.00	2007	Sanitation District No.1	1045 Eaton Dr. Ft. Wright, KY 41017	Thor Anderson	859-578-7460	Quest Engineers	2417 Sir Barton Way Lexington, KY 40509	Rob Williams	859-223-3755
Subdistrict "F" Water Mains, Contracts A & B	30,000'-8" & 12" Water Mains	\$1,581,286.00	2007	Northern Kentucky Water	2835 Crescent Springs Road Erlanger, KY 41018	Tim Kidney	859-991-1712	Quest Engineers	2417 Sir Barton Way Lexington, KY 40509	Brett Tippet	859-223-3755
Riley Rd Sewer	10,000'-8" to 21" Sewer, 7,200'- 20" Force Main	\$4,397,850.00	2008	Sanitation District No.1	1045 Eaton Dr. Ft. Wright, KY 41017	Thor Anderson	859-578-7460	Tetra Tech, Inc	11156 Canal Rd Sharonville, OH 45241	Paul Trepaney	513-772-4660
Blue Ash Rd Water Main	10,000' - 36" PCCP Water Main	\$3,985,000.00	2008	Cincinnati Water Works	4747 Spring Grove Ave Cincinnati, OH 45232	Russ Weber	513-591-7862	Cincinnati Water Works Engineering	4747 Spring Grove Ave. Cincinnati, OH 45232	Shawn Wagner	513-591-7877
Subdistrict "G" Water Main Contract 1	14,500' - 24" DIP 6,000' - 8" DIP	\$1,702,354.00	2008	Northern Kentucky Water	2835 Crescent Springs Road Erlanger, KY 41018	Tim Kidney	859-991-1712	Viox & Viox	466 Erlanger Rd. Erlanger, KY 41018	Justin Verst	859-727-3293
Todhunter Rd Water Main	12,000' - 12" DIP	\$1,167,904.00	2008	City of Monroe, OH	233 South Main St. Monroe, Oh 45050	Brad Collins	513-539-7374	Arcadis, FPS	3699 Symmes Rd, Hamilton, Ohio 45015	David Vicarel	513-860-8700
Emergency Stand-By Contract MSD Cincinnati Deep Shaft Repairs	T & M Sewer Repair	\$354,882.00	for 08',09',10'	MSD of Cincinnati	1600 Gest St Cincinnati, OH 45204	Pete Caldwell	513-931-4538	MSD - Per site	1600 Gest St Cincinnati, OH 45204	Pete Caldwell	513-931-4538
Emergency Stand-By Contract MSD Cincinnati Main Line Repairs	T & M Sewer Repair	\$2,145,952.00	for 08',09',10'	MSD of Cincinnati	1600 Gest St Cincinnati, OH 45204	Pete Caldwell	513-931-4538	MSD - Per site	1600 Gest St Cincinnati, OH 45204	Pete Caldwell	513-931-4538

Ross Run Storm Sewer	3200' - 27"-60" Storm Pipe	\$1,725,096.00	2008	MSD Of Greater Cincinnati	1600 Gest Street, Cincinnati, Ohio	Steve Lauck	513-244-1376	MSD Of Greater Cincinnati	1600 Gest Street, Cincinnati, Ohio	Steve Lauck	513-244-1376
Eaton 36" Main Repair	650' - 36" DIP Water Main	\$218,800.00	2008	Northern Kentucky Water	2835 Crescent Springs Road Erlanger, KY 41018	Tim Kidney	859-991-1712	Viox & Viox	466 Erlanger Rd Erlanger, KY 41018	Justin Verst	859-727-3293
(Rt. 8 Water main	12,000' - 8" DIP Water Main	\$488,980.00	2008	Boone County Water District	2475 Burlington Pike Burlington, KY 41005	Phil Trzop	859-586-6155	Viox, & Viox Inc.	466 Erlanger Rd Erlanger, KY 41018	Bill Viox	859-727-3293
10th & Mitthoefer Sewer	17,000'-8" PVC Sewer and 280 Taps	\$4,254,000.00	2009	City of Indianapolis	#200 Indianapolis Ave 46225	Sherry Davis	317-327-8424	Garrar-Garvey & Associates, LLC	8925 N. Meridian Indianapolis, IN 46260	Dennis W. Tyner	317-844-8900
Adler St. Water Main	1,000' - 36" PCCP Water Main	\$1,359,850.00	2009	Cincinnati Water Works	4747 Spring Grove Ave. Cincinnati, OH 45232	Russ Weber	513-591-7862	Tetra Tech., Inc.	11156 Canal Rd Sharonville, OH 45241	Darcy Regal	513-504-1143
St. Rt. 4 Water Main Insertion - Slipline	4500'-20" Fusible PVC into 24" Steel	\$788,788.00	2009	City of Hamilton, Ohio	345 High St. Hamilton, OH 45011	Nicole Diak	513-785-7275	City of Hamilton, Ohio	345 High St. Hamilton, OH 45011	Nicole Diak	513-785-7275
Old St. Rt. 74 Water Main	4000'-12" DIP	\$765,000.00	2009	Clermont County Water Dept.	2381 Clermont Center Dr. Batavia, OH. 45103	Lyle Bloom	513-732-7994	Clermont County Engineers	2381 Clermont Center Dr. Batavia, OH. 45103	Lyle Bloom	513-732-7994
Grandin Rd Water Main	4000' - 48" PCCP Water Main	\$2,895,895.00	2009	Cincinnati Water Works	4747 Spring Grove Ave. Cincinnati, OH 45232	Russ Weber	513-591-7862	R. A. Consultants	4250 Creek Rd. Cincinnati, Ohio 45241	Paul Higby	513-469-6600
Dayton Airport Water Main	1500' - 10" DIP Water main	\$430,643.00	2009	City of Dayton Water Dept.	City Hall, 101 W. Third St. Dayton, Oh 45401	Bob Housman	937-264-3598	Woolpert Engineering	4147 Rosslyn Dr., Cincinnati, Ohio 45209	Charlie Moore	513-272-8300
Hillsboro Ohio Sewer Improvements	6200' - 8" & 12" Sewer Replacement	\$572,980.00	2009	City of Hillsboro	130 N. High Street Hillsboro, Ohio 45133	Ralph Holt	937-393-5219	CH2MHill	300 E. Business Way Suit 300 Cincinnati, Ohio 45241	Ed Scheidt	513-337-9348
Foley Forest Pump Station and Force Main	1300' - 8" PVC F M. and Duplex Pump Station	\$617,465.00	2010	MSD Of Greater Cincinnati	10/1 Woodrow St., Cincinnati, Ohio 45204	Jeff Dean	513-244-1364	Brown & Caldwell	135 Merchant St., Suite 240 Cincinnati, Ohio 45246	Tim Koon	513-719-6100
Winton Rd 1&2 and Sherwood Pump Stations	San. Sewer, 5200'-10" Force Main and Pump Station	\$2,340,980.00	2010	MSD Of Greater Cincinnati	1600 Gest Street, Cincinnati, Ohio	James Curry	513-244-1300	Stantec	11687 Lebanon Rd. Cincinnati, Ohio 45241	Clifford Shrive	513-824-6744
Dry Fork Rd. Sewer and Forcemain	4000'-18" Sewer, 4000'-10" & 14" Forcemains	\$985,000.00	2009	City Of Harrison, OH	George Street, Harrison, Ohio	Jim Lindsey	513-860-8700	Arcadis, FPS	3699 Symmes Rd, Hamilton, Ohio 45015	David Vicarel	513-860-8700
Van Deren Area Improvements	3000'-Sanitary, 2500'-Sewer Taps	\$1,500,000.00	2010	City of Lakeside Park, KY	9 Buttermilk Pike, Lakeside park, KY 41017	Mark Brueggmann	859-525-0544	CDS Associates, Inc.	7000 Dixie Hwy., Florence, KY 41042	Martin Hellman	859-525-0544
East Bartholomew Water Improvements	107,000' - 12" & 16" DIP Water Mains	\$2,967,417.00	2010	E Bartholomew Water Corp.	C.R. 700 North & C.R. 200 West, Taylorsville, In 47280	Donnie Smith	812-526-9777	R. E. Curry & Associates	110 Commerce Dr., Danville, In 46122	Bob Curry	812-745-6995
St. Rt. 4 Water Main Insertion - Slipline	1100'-12" Fusible PVC into 16" DIP	\$155,000.00	2009	City of Hamilton, Ohio	345 High St. Hamilton, OH 45011	Nicole Diak	513-785-7275	City of Hamilton, Ohio	345 High St. Hamilton, OH 45011	Nicole Diak	513-785-7275
Bolton Water Treatment Plant Barile Walls	26,500 Concrete Block inside existing 4M/Gal	\$1,143,000.00	2009	Cincinnati Water Works	4747 Spring Grove Ave Cincinnati, OH 45232	Kyle Buckley	513-591-7874	Cincinnati Water Works Engineering	4747 Spring Grove Ave Cincinnati, OH 45232	Kyle Buckley	513-591-7874
Madison Rd. Improvements	4800'-48" PCCP, 4800'-16" DIP, 2000'-18" PVC San	\$4,061,980.00	2011	Cincinnati Water Works	4747 Spring Grove Ave. Cincinnati, OH 45232	Russ Weber	513-591-7862	R. A. Consultants	4250 Creek Rd. Cincinnati, Ohio 45241	Paul Thoms	513-469-6600
Big Bone Church Rd Water Main	21000'-8" DIP Water Main	\$785,910.00	2010	Boone County Water District	2475 Burlington Pike Burlington, KY 41005	Phil Trzop	859-586-6155	Viox, & Viox Inc.	466 Erlanger Rd. Erlanger, KY 41018	Bill Viox	859-727-3293
Dayton Airport LUDOP Area Water Main	20000'-24" DIP Water Main	\$785,910.00	2010	City of Dayton Water Dept	Public Works Dept 101 W/ 3rd St. Dayton, Ohio 45402	Chris Holmes	937-333-3736	Dayton Water Engineering	320 W. Monument st. Dayton, Ohio 45402	Nick Daily	937-333-3747

KY 20 Water Main	21000' - 8" DIP Water Main	\$1,089,235.00	2010	Boone County Water District	2475 Burlington Pike Burlington, KY 41005	Phil Trzop	859-586-6155	Viox & Viox Inc.	466 Erlanger Rd. Erlanger, KY 41018	Bill Viox	859-727-3293
Old Rt. 122 / Ulica Rd Water main	14450' - 10" DIP Water Main	\$958,124.00	2011	Warren Co. Water Dept	406 Justice Dr Lebanon, Ohio 45036	Chris Brausch	513-693-1377	Jones & Warner	8401 Claude Thomas Rd. Franklin, Ohio 45005	Francis Koshier	937-704-9868
Virginia St. Sewer	5000' - 6" & 8" Sanitary Sewer Pre-Packaged	\$566,980.00	2010	Sanitation District No. 1	1045 Eaton Dr Ft. Wright, KY 41017	Bob Wilson	859-578-7460	Tetra Tech., inc.	11156 Canal Rd. Sharonville, OH 45241	Paul Trepaney	513-772-4660
Cedar Crest WWTP	WWTP, Access Road & Site Util.	\$195,895.00	2010	City of Dry Ridge, KY	185 ambassador Dr., Dry Ridge, KY 41035	Logan Murphy	859-393-2949	Hicks & Mann	Williamstown, KY 41097	Logan Murphy	859-824-5231
Glosser Rd. Water Main	3100' - 16" Water main	\$726,939.00	2010	City of Lebanon, Ohio	50 S. Broadway Lebanon, Ohio 45036	Darren Owens	513-228-3130	Northwest Consultants	1167 E. Lyons Rd. Centerville, Ohio 45458	Thomas Lyons	937-291-9092
Lebanon Phase 3 Water Main	6900' - 16" DIP Water Main	\$848,860.00	2011	Cincinnati Water Works	4747 Spring Grove Ave. Cincinnati, OH 45232	Russ Weber	513-591-7862	R. A. Consultants	4250 Creek Rd. Cincinnati, Ohio 45241	Paul Thoms	513-469-6600
Dana Ave. Water Mains	4200'-12" DIP 2800'-24" PCCP 1050'-30" PCCP	\$2,693,028.00	2011	Cincinnati Water Works	4747 Spring Grove Ave. Cincinnati, OH 45232	Russ Weber	513-591-7862	R. A. Consultants	4250 Creek Rd. Cincinnati, Ohio 45241	Paul Thoms	513-469-6600
CSO 37 & CSO 39	Sewer Overflow Structures on existing 48" Sewer	\$586,400.00	2010	MSD Of Greater Cincinnati	1600 Gest Street, Cincinnati, Ohio	James Curry	513-244-1300	Slantec	11687 Lebanon Rd. Cincinnati, Ohio 45241	Clifford Shrive	513-824-6744
Ripple Creek Phase 2	7000' - 24" DIP	\$1,186,619.00	2011	Northern Kentucky Water	2835 Crescent Springs Road Erlanger, KY 41018	Bob Harthan	859-991-1712	Viox & Viox	466 Erlanger Rd. Erlanger, KY 41018	Justin Verst	859-727-3293
Ripple Creek Phase 4-A	4300' - 24" DIP	\$595,269.00	2010	Northern Kentucky Water	2835 Crescent Springs Road Erlanger, KY 41018	Bob Harthan	859-991-1712	Viox & Viox	466 Erlanger Rd. Erlanger, KY 41018	Justin Verst	859-727-3293
Orphanage Rd. Water Mains	1500' - 16" DIP 1115' - 24" DIP 970' - 36" DIP	\$1,532,716.00	2012	Northern Kentucky Water	2835 Crescent Springs Road Erlanger, KY 41018	Bob Harthan	859-991-1712	Viox & Viox	466 Erlanger Rd. Erlanger, KY 41018	Justin Verst	859-727-3293
WWTP Improvements	EQ Basin and UV System	\$2,744,000.00	2012	Town of Speedway, IN	4251 West Vermont St. Indianapolis, IN 46222	Norman Berry	317-246-2855	Commonwealth Engineers	7256 Company Dr. Indianapolis, IN 46237	Jeff Ponist	317-888-1177
Storm Sewer Seraration	12" - 66" Storm Sewer and Structures	\$7,982,000.00	2012	Town of Speedway, IN	4251 West Vermont St. Indianapolis, IN 46222	Norman Berry	317-246-2855	Commonwealth Engineers	7256 Company Dr. Indianapolis, IN 46237	Jeff Ponist	317-888-1177
Towers East Pump Station	Pump Station, Forced Main and Sanitary Sewer	\$1,231,563.00	2012	MSD Of Greater Cincinnati	1600 Gest Street, Cincinnati, Ohio	James Curry	513-244-1300	Slantec	11687 Lebanon Rd. Cincinnati, OH	Clifford Shrive	513-824-6744
Southeast Water System Improvements	2275'-30" PCCP 26,500'-36" PCCP	\$10,119,979.00	70%	City of Bloomington, Indiana Utilities	600 E Miller Dr. Bloomington, IN 47402	Mike Hicks	812-349-3653	Black & Veatch	5750 Castle Creek N. Suite 245 Indianapolis, IN 46250	Bob Willet	317-570-8331

**HOWELL CONTRACTORS, INC.**  
**STATEMENT OF FINANCIAL POSITION**  
July 31, 2012

**ASSETS**

**Current Assets**

Cash and cash equivalents	\$ 560,517
Accounts receivable	
Contracts	5,119,021
Other	45,741
Cost and estimated earnings in excess of billings	630,027
Prepaid expenses	99,386

**Total Current Assets** 6,454,692

**Property and Equipment**

Vehicles	1,497,010
Construction equipment	4,177,572
Furniture, fixtures and equipment	45,511
Leasehold improvements	121,373

5,841,466

Less: accumulated depreciation and amortization	<u>2,794,218</u>
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3,047,248

Land	<u>167,500</u>
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**Net Property and Equipment** 3,214,748

**Other Assets**

Surrender Value of Life Insurance	<u>53,290</u>
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\$ 9,722,730

## LIABILITIES AND STOCKHOLDERS' EQUITY

<b>Current Liabilities</b>	
Accounts payable	\$ 5,042,432
Accrued	
Wages and payroll taxes	15,534
Employee benefits	270,360
Other	181,191
Billings in excess of cost and estimated earnings	37,464
Long-term debt due within one year	<u>361,207</u>
<b>Total Current Liabilities</b>	5,908,188
<b>Long-Term Liabilities</b>	
Long-term debt due after one year	<u>1,739,019</u>
<b>Total Liabilities</b>	<u>7,647,207</u>
<b>Stockholders' Equity</b>	
Common stock - no par value - 750 shares authorized, issued, and outstanding	750
Additional paid-in capital	282,238
Retained earnings	<u>1,792,535</u>
<b>Total Stockholders' Equity</b>	<u>2,075,523</u>
	<u>\$ 9,722,730</u>

**HOWELL CONTRACTORS, INC.**  
**STATEMENT OF INCOME AND RETAINED EARNINGS**  
For the seven months ended July 31, 2012

<b>Contract revenues</b>	\$ 14,162,515
<b>Cost of contract revenues</b>	<u>12,400,860</u>
<b>Gross profit</b>	1,761,655
<b>Operating expenses</b>	<u>769,305</u>
<b>Income from operations</b>	<u>992,350</u>
<b>Other income (expense)</b>	
Miscellaneous income	1,055
Miscellaneous expense	(4,485)
Interest expense	<u>(101,295)</u>
<b>Total other expense</b>	<u>(104,725)</u>
<b>Net income</b>	887,625
<b>Retained earnings - beginning of year</b>	<u>1,034,607</u>
<b>Distributions</b>	(129,697)
<b>Retained earnings - end of year</b>	<u><u>\$ 1,792,535</u></u>

**HOWELL CONTRACTORS, INC.**  
**SUPPLEMENTAL INFORMATION**  
**STATEMENTS OF COST OF CONTRACT REVENUE**  
For the seven months ended July 31, 2012

**Direct Expenses**

Materials	\$ 7,062,732
Labor	1,540,830
Payroll taxes	169,999
Employee benefits	606,149
Subcontractors	1,490,767
Equipment and tools	312,285
Miscellaneous	<u>383,363</u>

Total direct expenses 11,566,125

**Indirect Expenses**

General liability	2,266
Labor	68,069
Payroll taxes	15,173
Employee benefits	38,385
Equipment and tools	343,293
Truck and fuel	<u>367,549</u>

Total indirect expenses 834,735

\$ 12,400,860



**HOWELL CONTRACTORS, INC.**  
**SUPPLEMENTAL INFORMATION**  
**STATEMENTS OF OPERATING EXPENSES**  
For the seven months ended July 31, 2012

Wages	\$ 365,728
Payroll taxes	35,124
Employee benefits	49,651
Insurance	17,468
Taxes and licenses	81,989
Advertising	1,500
Professional services	54,388
Auto expense	1,868
Miscellaneous	19,265
Dues and subscriptions	10,226
Entertainment	20,395
Travel	4,017
Office supplies	22,210
Rent	52,600
Repair and maintenance office	5,979
Utilities	<u>26,897</u>
	<u>\$ 769,305</u>

**HOWELL CONTRACTORS, INC.  
SUPPLEMENTAL INFORMATION  
STATEMENT OF AGED ACCOUNTS  
RECEIVABLE AND PAYABLE  
July 31, 2012**

	Total Due	30 Days or Less	31 to 60 Days	61 to 90 Days	Over 90 Days	Retention	Unbilled
Accounts Receivable	\$ 5,119,021	\$ 2,362,730	\$ 794,037	\$ -	\$ 21,157	\$ 1,941,097.	\$ -
Accounts Payable	\$ 5,042,432	\$ 1,727,674	\$ 1,552,258	\$ 1,229,281	\$ 458,465	\$ 74,754	\$ -

# AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Howell Contractors, Inc.

980 Helen Ruth Drive

Ft Wright, KY 41017

SURETY (Name, legal status and principal place of business):

Fidelity & Deposit Company of Maryland

1400 American Lane

Schaumburg, IL 60196

OWNER (Name, legal status and address):

Lexington-Fayette Urban County Government

Central Purchasing - 200 East Main Street, Room 338

Lexington, KY 40507

Bond Amount: 5% of total amount of bid

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

Wolf Run Pump Station Relocation Contract B - Interceptor and Force Main

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 in to 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 by the 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 19<sup>th</sup> day of February, 2013

(Witness)

(Seal)

(Principal)

(Seal)

(Witness)

(Seal)

(Surety)

Attorney-in-fact Debra K. Pollino

(Title)

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17<sup>th</sup> day of FEB., 2013.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jennifer GERHARDT, Candice J. VOGEL, William E. CARLIN, Joseph WORRALL and Debra K. POLLINO, all of Cincinnati, Ohio, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 22nd day of May, A.D. 2012.

ATTEST:

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



By: *Eric D. Barnes*  
*Assistant Secretary*  
*Eric D. Barnes*

*Thomas O. McClellen*  
*Vice President*  
*Thomas O. McClellen*

State of Maryland  
City of Baltimore

On this 22nd day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

*Maria D. Adamski*

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015

