

PART III

**Expansion Area 2A Wastewater System Improvements – Contract 3
Gravity Sewer Connections
Lexington-Fayette Urban County Government**

Invitation to Bid No. 153-2013

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: December 20, 2013

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

This Proposal Submitted by Schroeder Construction Inc.

616 Pearl Orchard Rd. New Etown Ky 40701
(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for **Expansion Area 2A Wastewater System Improvements, Contract 3 – Gravity Sewer Connections, Lexington-Fayette Urban County Government** 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 **one hundred eighty (180)** consecutive days. BIDDER further agrees to pay liquidated damages, the sum of **\$500** for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date Dec. 9, 2013

Addendum No. 2 Date Dec. 13, 2013

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.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: 153-2013

Date: December 9, 2013

Subject: Expansion 2-A Wastewater System Improvements
Contract 3 – Gravity Sewer Connections

Please address inquiries to:
Joe Henry, P.E.
GRW Engineers, Inc., Inc.
jhenry@grwinc.com

TO ALL PROSPECTIVE BIDDERS:

1. SPECIFICATIONS

SECTION 1120, GENERAL PROVISIONS

Add the following to this section:

1.26 Mobilization/Schedule

- A. Several parts of the Expansion Area 2A Gravity Sewer Connections Project (Contract 3) cannot be initiated until the Expansion Area 2A Pump Station Project (Contract 1) is placed into service, which is projected for April 15, 2014. The following conditions shall apply to Contract 3:
1. The Contractor shall be able to construct significant portions of the 10" force main, gravity sewer, roadway bores, etc. prior to the Expansion Area 2A Pump Station being placed into service, however, the Contractor will not be able to complete and connect to the existing sewer facilities until the Expansion Area 2A Pump Station (Contract 1) is placed into service.
 2. No demolition/renovation of pump stations or sewer work on existing facilities may occur until the Expansion Area 2A Pump Station (Contract 1) is placed into service and connections are made. It is anticipated the pump station will be in-service by April 15, 2014.

3. Should the pump station be placed into service, after April 15, 2014, the Contract 3 time for completion shall be extended the difference in time between the actual date the Expansion Area 2A Pump Station was placed into service and April 15, 2014.
4. No additional monies shall be paid to the Contractor for delays caused by the LFUCG or others, additional mobilization/demobilization, additional supervision, additional labor, additional equipment, additional material, additional overhead, or other additional expenses related to this project associated with completion of the Expansion Area 2A Pump Station after April 15, 2014.

1.27 Project Access

The project is located in six (6) distinctive and separate areas. Access to the each of the areas shall be as follows:

- A. Hamburg Farms (Target) PS
 1. Behind Target and along 10" force main easement from Polo Blvd.
- B. Man O' War PS
 1. Behind Harley Davidson Store on Bryant Road, near Pleasant Ridge Rd.
 2. Polo Club Blvd. – Gleneagles Greenway – 600 to 700 yards to site.
- C. Gleneagles PS
 1. Along Sanitary Sewer Easement – Man O' War Blvd.
 2. Gleneagles PS Access Road – Barrington Dr./Caversham Dr.
- D. Barrington Dr. Sewer
 1. Barrington Dr. – Barrington Greenway
- E. Blackford PS
 1. Mahala Cove
- F. Greenbrier CC PS
 1. Antilles Dr., Greenbrier Subdivision – Greenbrier CC (No construction equipment access)
 2. Amethyst Rd., Fergus Park, Tranquility Point – Adjacent/parallel to golf course – Sanitary Sewer Easement – 400 to 500 yards to site.

1.28 Bypass Pumping of Sanitary Sewage

Bypass pumping of sanitary sewage for all work shall be included in the Contractor's price, where required. No sanitary sewer overflows will be allowed or tolerated. No additional monies will be paid for any scope of work for bypass pumping. Bypass pumping is considered incidental to the work and is not a unit price or additional work item.

2. PRE-BID MEETING ROSTER

Pre-bid meeting attendance roster is attached.

3. SPECIFICATIONS

SECTION 1271, BASIS OF MEASUREMENT AND PAYMENT – SEWER

Replace the entire specification section in its entirety.

4. SPECIFICATIONS

PART III, FORM OF PROPOSAL,

Replace Section 4, Bid Schedule – Schedule of Values in its entirety in Part III, Form of Proposal.

5. SPECIFICATIONS

SECTION 2920, LAWNS AND GRASS

Add Section 2920, Lawns and Grass in its entirety to the specifications.

6. SPECIFICATIONS

SECTION 1210, ALLOWANCES

Change the following from:

“1. Landscaping lump sum allowance - Add \$30,000. (see Spec Section 02930).”

To the following:

“1. *Landscaping lump sum allowance - Add \$15,000. This allowance is in addition to the scope of services as provided for in Section 02372, LFUCG EROSION AND SEDIMENT CONTROL – KPDES REQUIREMENTS OR SECTION 02920, LAWNS AND GRASSES. The allowance shall be in addition to any required work required in Section 02372 or 02920.*”^{ADD1}.”

7. SPECIFICATIONS

SECTION 11220, SUBMERSIBLE MIXER

Add this specification system in its entirety

8. SPECIFICATIONS

SECTION 11310, SUBMERSIBLE SEWAGE PUMPS

Replace the pump schedule of paragraph 2.02 in its entirety with the following:

No. of Pumps	Shut-Off Head (Min) (Ft)	Design Point #1 (Duty Point)		Design Point #2		Design Point #3		Pump Eff. @ Duty Pt.	Max. Speed (RPM)	Motor HP/Min Each Pump	Motor Voltage
		Flow (GPM)	Head (Ft.)	Flow (GPM)	Head (Ft.)	Flow (GPM)	Head (Ft.)				
2	94	850	53	500	65	1100	43	75%	1750	25	460V 3 Phase

9. SPECIFICATIONS

PART V, SPECIAL CONDITIONS

A. Change the following in paragraph 6, Liquidated Damages from:

If the Contractor shall fail or refuse to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor agrees as a partial consideration for the awarding of this Contract that the Owner may retain from the compensation otherwise to be paid to the Contractor the amount of one thousand two hundred dollars for each and every calendar day (\$500 per day) that the Contractor shall be in default after the time stipulated in the Contract Documents.

To read:

If the Contractor shall fail or refuse to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor agrees as a partial consideration for the awarding of this Contract that the Owner may retain from the compensation otherwise to be paid to the Contractor the amount of five hundred dollars for each and every calendar day (\$500 per day) that the Contractor shall be in default after the time stipulated in the Contract Documents. The said amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain.

B. Delete the following from paragraph 3:

The report of rock exploration titled "Soundings Report Letter" by Consulting Services Incorporated of Kentucky, and dated June 6, 2012 is included in the Appendix. The report shall be used as a reference for the execution of this work.

and replace with the following:

No geotechnical investigation was performed on this project.

10. SPECIFICATIONS

PART VIII, LFUCG GENERAL PROVISIONS

Delete the paragraph in its entirety and replace with the following:

Some blasting is allowed on the Project. The following is a description of the allowable areas for blasting:

Drawing C-201, C-202

Blasting allowed on the north side of I-75

No blasting allowed on the south side of I-75 (Target/Hamburg Area)

Drawing C-204	Blasting is allowed
Drawing C-205	Blasting is allowed
Drawing C-206	No blasting is allowed
Drawing C-207	No blasting is allowed
Drawing C-208	No blasting is allowed

11. SPECIFICATIONS

SECTION 01120, GENERAL PROVISIONS

Add the following sentence to the beginning of Paragraph 1.13.A:

"Some blasting is allowed on the project. See Part VIII, LFUCG General Provisions for further direction."

12. DRAWINGS

SHEET NO. E-501

PUMP AND MIXER CONTROLS

See attached diagrams E-501A and E-501 B for control circuit detail changes for the mixers and pumps at the Hamburg Farms Pump Station.

13. DRAWINGS

SHEETS C-201, C-202, C-204, C-205, C-206, C-207, C-208

Add the following note to each of these drawings:

The Contractor shall be responsible for the successful vacuum testing of each tie-in manhole, no matter the condition of the manhole prior to tie-in. All manhole repair work required to pass the vacuum testing shall be the responsibility of the Contractor.

14. DRAWINGS

DRAWING C-205

The sewer as indicated shall be pressure class 250, ductile iron in lieu of PVC.

15. ADDITIONAL ADENDA

An additional addenda shall be issued for the Polo Club Boulevard, as indicated on the bid schedule.

Attachments:

Pre-Bid Meeting Roster
 Specification, Section 01271, Basis of Measurement and Payment
 Specification, Part III, Form of Proposal – Section 4
 Specification, Section 2920, Lawns and Grasses
 Specification, Section, 11220, Submersible Mixer
 Drawing, Detail E-501A
 Drawing, Detail E-501B

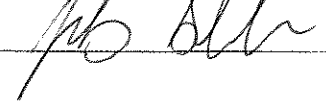


Todd Slatin, Acting, Director
Division of Central Purchasing

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: Schroeder Construction Inc.

ADDRESS: 1616 Pear Orchard Rd. Mys Etown Ky 42701

SIGNATURE OF BIDDER: 

SECTION 01271 - BASIS OF MEASUREMENT AND PAYMENT-SEWER^{ADD1}

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, service and other necessary supplies and perform all work shown on the Drawings and/or described in the specifications and Contract documents at the unit prices for items in the following paragraphs.
- B. The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans, specification and Contract documents for the work, and has read all special provisions furnished prior to the opening of bids; and that he has further satisfied himself relative to the work to be performed. The Bidder further declares that he understands that unit quantities shown in the Proposal are approximately only, are subject to increase or decrease, and that, should the quantities of any of the items be decreased, the Bidder will make no claim for the anticipated profits. In addition, the Owner also reserves the right to adjust quantities, either by addition or deletion and as-BID unit price shall remain in effect for these quantity adjustments.
- C. All excavation required of the work shall be done as part of the total price for the complete project. All excavation shall be unclassified.

1.02 GRAVITY SEWERS

- A. Payment for gravity sewer lines of the different types and sizes will be made at the contract unit price per linear foot in place, which price will include compensation for furnishing pipe, all trenching (including rock excavation), bedding, laying, jointing, testing, backfilling, (excluding flowable fill where required), filter fabric and crushed stone (where required), surface restoration (except pavement replacement) connections to new manholes, and all plugs as required. The quantity of sewer to be paid for shall be the length of pipe measured along the centerline of the completed pipeline without deducting the length of branches, fittings and manhole inverts.
- B. Connections of existing sewers to new sewers will be additional and not included under the scope of this pay item.
- C. The Contractor shall note that all excavation is unclassified. No separate payment will be made for rock excavation.

1.03 STEEL COVER PIPE BORED AND/OR JACKED IN PLACE

- A. The steel cover pipe required to be bored and/or jacked in place will be measured from end to end of the completed cover pipe in place, and will be paid for at the contract unit price per linear foot, complete in place, which price will include the cover pipe, the restrained joint carrier pipe laid therein, material and work for blocking the ends and supporting and bracing the carrier pipe, and all other items necessary for its construction as shown on the Drawings and/or described in the Specifications.

1.04 FORCE MAIN

- A. Payment for force main will be made at the Contract unit price per linear foot complete in place, which price will include compensation for furnishing pipe, fittings, all trenching (including rock excavation), bedding, laying, jointing, testing, backfilling, surface restoration (except pavement replacement).
- B. Installation and maintenance of any and all temporary erosion and sedimentation control devices and methods as described in the Contract Documents and as required by Local, State and Federal requirements are included under this pay item.
- C. The quantity of sewer force main to be paid for shall be the length of pipe measured along the centerline of the completed pipeline without deducting the length of branches, fittings and etc.

1.05 MANHOLES

- A. Payment for shallow, standard, or special manholes, as described, will be made at the contract unit price each, complete in place, which price will include the manhole, complete with footing, precast concrete riser sections and cone (or flat slab top), cast iron frame and cover, inverts, steps, stub outs (where required), excavation (including rock), backfilling, (excluding flowable fill where required) surface restoration (except pavement replacement), and testing.

1.06 RENOVATE EXISTING HAMBURG FARMS PUMP STATION (TARGET)

- A. Payment to Renovate Existing Pump Stations will be paid for at the contract unit price each, complete in place, which price will include the all labor, equipment, material, hardware, installation, bypass pumping, and training as necessary to complete the work as shown in the contract drawings to renovate the pump station and place it back into service.

1.07 DEMOLITION AND DECOMMISSION EXISTING PUMP STATION

- A. Payment to Decommission Existing Pump Station will be made at the contract unit price each, complete in place, which price will include all labor, material, and equipment to remove all equipment and wastewater, bypass pump, remove fence, remove pavement, crushed stone surface, demolish the structure as shown on the drawings, backfill all wetwells/valve vaults, and restore the site to grass or as indicated on the drawings.

1.08 CONNECT TO EXISTING MANHOLE

- A. Payment for the installation of gravity sewer to an existing manhole shall be made at the Contract unit price each in-place. This cost will include all labor, material, and equipment to install the gravity sewer through the wall of the existing manhole, core the manhole wall, install, insert/install resilient sewer connection, remove the existing apron and invert and construct a new apron and invert, plugging the existing pipes that are to be abandoned, and all other items required by the drawings and specifications to connect a gravity sewer to the existing manhole. All concrete, pipe, plugs, sealant, accessories, etc. shall be considered a part of this pay item.

1.09 CLEANING AND CCTV OF NEW SEWER

- A. Payment for cleaning and quick-pull internal TV inspection of sewers will be made at the contract unit price per linear foot of different sizes sewer cleaned and inspected. The quantity of cleaned and inspected line to be paid for will be measured from the center of the starting manhole to the center of the ending manhole. Payment will be made ONLY for actual footage cleaned and inspected.
- B. It should be noted that if reverse setups (a situation that arises when the television camera cannot pass through the manhole section, making it necessary to reverse the positions of the television equipment and enter the sewer from the opposite direction) are required during television inspection, the per foot cost of television inspection will only be the actual footage that was televised plus the unit price bid for a reverse setup.
- C. Record logs and digital video records (External Hard Drive) are considered incidental to this work and shall not be considered for payment.
- D. CCTV shall be performed on all new sewer.

1.10 PAVEMENT REPLACEMENT FOR HIGHWAYS, STREETS, AND DRIVEWAYS

- A. Paving replacement for bituminous concrete or Portland cement highway, street, and driveway will be paid for at the Contract unit price per linear foot of trench paved, which price will include compensation for furnishing and placing crushed stone trench backfill in accordance with Method "C", furnishing and placing base course for paving, placing the concrete sub-slab (for State Highways or where required by the Contract Documents), and furnishing and laying bituminous concrete surface.

1.11 AIR AND MANDREL TESTING

- A. Payment for air and mandrel testing will be paid for at the Contract unit price per linear foot for all gravity sewer and force main installed. Contractor shall furnish the engineer copies of all pressure test following passing pressure tests as detailed in the specifications

1.12 MANHOLE VACUUM TESTING

- A. Payment for Vacuum Testing of manholes will be paid for at the Contract unit price each, for manholes passing vacuum test detailed in the specifications. All necessary sewer plugging, and bypassing pumping necessary to complete the pressure test is included in this pay item. Contractor shall furnish the Engineer copies of all pressure tests following passing pressure tests.

1.13 CRUSHED STONE FOR SPECIAL GRANULAR FILL

- A. Whenever payment shall be deemed due under the provisions of the Detailed Specifications, said material will be paid for at the Contract unit price per ton, furnished and placed as specified. The Contractor shall furnish the Engineer with duplicate weigh slips for all such

material delivered to the project.

1.14 MANHOLE BARREL EXTENSION

- A. For manholes greater than six (6) feet in depth, the additional manhole barrel measured as defined in the Detailed Specifications will be paid for at the Contract unit price per vertical linear foot of additional depth, which price will include the precast concrete barrel sections, water proof seals, excavation (including rock) and backfilling. No separate payment will be made for additional steps that are required. Depth of manhole shall be measured vertically from the top of cast iron frame to the downstream invert.

1.15 INSTALLATION OF NEW FORCE INTO EXISTING HIGHWAY BORE CASING PIPE

- A. The installation of new force main into existing highway bore casing pipe will be paid for at the Contract unit price per linear foot, which price shall include all labor, material, equipment, excavation (including rock), removal of casing pipe end seals, removal of the old force main, installation of new force main with new casing spacers, installation of new casing pipe seals, connection to force main, backfill of all ditch, bypass pumping/hauling of sewage, and any other work as required to complete the Work.

1.16 CONNECT TO EXISTING FORCE MAIN

- A. Payment for the connection to an existing force main shall be made at the Contract unit price each in-place. This cost will include all labor, material, and equipment to connect to the existing force main, including any bypass pumping/hauling of sewage. All concrete, pipe, fittings, plugs, sealant, accessories, etc. shall be considered a part of this pay item.

1.17 SITE REGRADE – POLO CLUB BOULEVARD

- A. Payment for the Site Regrade, near Polo Club Boulevard, as shown on Drawing C-209, shall be made at the Contract Lump Sum Price. This cost will include all labor, material, and equipment to relocate excess earth from the Expansion Area 2A Pump Station Site (Contract 1). All loading, hauling, pavement/roadway cleaning, dumping, placing, compacting, grading, surface restoration, and obtaining a land disturbance permit from the LFUCG shall be included in this pay item.

1.18 PAY ITEMS

- A. The items listed hereinbefore refer to and are the same items listed in the PROPOSAL, and constitute all of the pay items in this Contract. Any other items of work listed in the Specifications or shown on the Drawings shall be considered incidental to the above items.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

4. BID SCHEDULE – SCHEDULE OF VALUES^{ADD1}

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

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

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

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

The LFUCG's decision on the bid amount is final.^{ADD1}

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.

SECTION 02920 - LAWNS AND GRASSES^{ADD1}

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Provide all labor, materials, equipment, and services required for seeding of all disturbed areas caused by construction activities and for installation of sod where indicated on the Contract Drawings or specified herein.

1.2 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to Work of this Section.
- B. Earthwork: Section 31 20 00

1.3 MAINTENANCE

- A. Maintenance shall begin immediately following the last operation of installation for each portion of lawn.
- B. Lawns shall be maintained by watering, mowing, and for resodding for a period of forty-five (45) days. At the end of this period an inspection will be made and any deficiencies, which may be attributable to the Contractor, will be noted in writing. At this time, the Owner will assume the maintenance. Another inspection will be made at the beginning of the next planting season, and any of the previously noted deficiencies still existing shall be repaired by the Contractor.

1.4 INSPECTION FOR ACCEPTANCE

- A. The Inspection of the Work:
 - 1. The inspection of the work of lawns to determine the completion of contract work exclusive of the possible replacement of plants, will be made by the Architect/Engineer upon written notice requesting such inspection submitted by the Contractor at least ten (10) days prior to the anticipated date.
- B. Acceptance:
 - 1. After inspection, the Contractor will be notified in writing by the Owner of acceptance of all work of this Section, exclusive of the possible replacement of plants subject to guaranty, or if there are any deficiencies of the requirements of completion of the Work.

PART 2 - PRODUCTS

2.1 WATER

- A. Water used in this work shall be suitable for irrigation and free from ingredients harmful to plant life.
- B. Hose and other watering equipment required for the Work shall be furnished by the Contractor.

2.2 TOPSOIL

- A. The Contractor shall furnish and place sufficient topsoil for the seeding and installation of sod.

2.3 FERTILIZER

- A. Commercial fertilizer for lawn areas shall be complete fertilizer, formula 10-10-10, for lawns and shall conform to the applicable state fertilizer laws. Fertilizer shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guarantee analysis. Any fertilizer which becomes caked or otherwise damaged making it unsuitable for use will not be accepted.
- B. Fertilizer shall be applied at the rate of 25 pounds per 1,000 square feet.

2.4 GRASS SEED *FOR LIVESTOCK GRAZING, MUST USE SPECIAL SPEC*

- A. The seed mixture to be sown shall be in the following proportions:

<u>Common Name</u>	<u>Proportion By Weight</u>	<u>% of Purity</u>	<u>% of Germination</u>
Fine Lawn Fescue	40	90	85
Chewings Fescue	25	90	85
Italian Rye Grass	20	90	85
Red Top	10	90	85
White Clover	5	95	90

- B. All seed shall be fresh and clean and shall be delivered mixed, in unopened packages, bearing a guaranteed analysis of the seed mixture.
- C. Germination must be certified to conform to the following minimums:

Purity	90%
Germination	85%

2.5 SOD

- A. Sod shall be at least 70% Bluegrass, strongly rooted and free of pernicious weeds.

- B. It shall be mowed to a height not to exceed 3" before lifting, and shall be of uniform thickness with not over 1-1/2" or less than 1" of soil.

2.6 MULCH

- A. Mulch for seeded areas shall be Conwed Hydro Mulch, Silva-Fiber, or equal. It shall be suitable for use in a water slurry or for application with hydraulic equipment.
- B. Clean straw is acceptable as mulch. It shall be spread at the rate of one (1) bale per 1,000 feet (approximately 2 inch loose depth).
- C. Mulch on slopes greater than 1: 3 shall be held in place with erosion control netting.
- D. Mulch on areas subject to surface water run-off or in drainage ditches shall be held in place with erosion control netting.

PART 3 - EXECUTION

3.1 TIME OF PLANTING

- A. Planting operations shall be conducted under favorable weather conditions during seasons which are normal for such work as determined by accepted practice in the locality of the project. At the option and on full responsibility of the Contractor, planting operations may be conducted under unseasonable conditions without additional compensation.

3.2 LAWNS

- A. Areas to be sodded are designated on the Drawings. All other lawn areas, including areas of cut and fill and where existing ground has been disturbed by construction operations shall be seeded.
- B. Fertilizer:
 - 1. Fertilizer shall be applied at the rate of 25 pounds per 1,000 square feet to the lawn area being prepared for planting and mixed lightly into the top few inches of topsoil. Fertilizer may be mixed with and distributed with grass seed.
- C. Planting of Lawns:
 - 1. Sowing of Seed:
 - a. Immediately before any seed is to be sown, the ground shall be scarified as necessary, and shall be raked until the surface is smooth, friable and of uniformly fine texture. Lawn areas shall be seeded evenly with a mechanical spreader at the rate of 4 pounds per 1,000 square feet of area, lightly raked, rolled with a 200-pound roller and watered with a fine spray. The method of seeding may be

varied at the discretion of the Contractor on his own responsibility to establish a smooth, uniform turf composed of the grasses specified. The sowing of seed shall be done only within the season extending from March 1st to May 15th and from September 1st to October 15th, unless other seasons may be approved by the Owner.

2. Laying of Sod:

- a. Before any sod is laid, all soft spots and inequalities in grade shall be corrected. Fertilizer spread shall be raked in. Sod shall be laid so that no voids occur, tamped or rolled and then thoroughly watered. The complete sodded surface shall be true to finished grade, even and firm at all points. Sodding shall be done only within the seasons extending from March 1st to May 15th and from September 1st to October 15th, unless other seasons may be approved by the Owner.

3. Sod on Slopes:

- a. Sod on slopes 2 to 1 or steeper shall be held in place by wooden pins about 1-inch square and about 6 inches long driven through the sod into the soil until they are flush with the top of the sod, or by other approved methods for holding the sod in place.

4. Mulching:

- a. All seeded areas are to be mulched with Conwed Hydro Mulch, Silva-Fiber, or equal, or with clean straw as specified under PRODUCTS. Mulch shall be applied at the rate of 1,500 pounds per acre. It may be applied with hydraulic equipment or may be added to the water slurry in a hydraulic seeder and the seeding and mulching combined in one operation. Clean straw may be spread by hand to cover the seeded areas at a depth of two (2) inches. Erosion control netting shall be installed and anchored per manufacturer's instructions in areas of slopes, ditches, or surface water runoff.

3.3 CLEAN UP

- A. All soil, peat or similar material which has been brought over paved areas by hauling operations or otherwise, shall be removed promptly, keeping these areas clean at all times. Upon completion of the planting all excess soil, stone and debris which have not previously been cleaned up shall be removed from the site or disposed of as directed by the Owner. All lawns shall be prepared for final inspection.

3.4 OTHER WORK

- A. The Contractor also shall be responsible for the repair of any damage caused by his activities or those of his subcontractors, such as the storage of topsoil or other materials, operations or equipment, or other usages to all on-site areas outside the contract limits. Such repair operations shall include any regrading, seeding or other work necessary to restore such areas to an acceptable condition.

3.5 QUALITY CONTROL

- A. Areas seeded shall be protected until a uniform stand develops, when it will be accepted and the Contractor relieved of further responsibility for maintenance. Displaced mulch shall be replaced or any damage to the seeded area shall be repaired promptly, both in a manner to cause minimum disturbance to the existing stand of grass. If necessary to obtain a uniform stand, the Contractor shall refertilize, reseed and remulch as needed. Scattered bare spots up to one (1) square yard in size will be allowed up to a maximum of 10 percent of any area.

END OF SECTION 02920

SECTION 11220 - SUBMERSIBLE MIXER^{ADD-1}

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, equipment, delivery, installation, start up, testing, and placing into service all mixing equipment with all appurtenances associated with the Pump Station complete as shown on the Drawings and more fully described hereinafter.
- B. Unless otherwise specified the mixer manufacturer shall furnish each mixing unit complete with drive motor and all other components and shall be entirely responsible for the compatibility in all respects of all components furnished.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Electrical: Division 16
- B. Instrumentation: Division 16

1.03 SUBMITTALS

- A. General: The Contractor shall comply with the provisions of the specifications regarding submittals, unless otherwise specified herein.
- B. At the time of submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the submittals may have from the requirements of the Engineer's Contract Drawings and Specifications.
- C. Descriptive literature, catalog cuts, and dimensional prints clearly indicating all dimensions and materials of construction shall be submitted on all items specified herein to the Engineer for review before ordering.
- D. Content of Submittals: The following shall be included in submittals as a minimum. However, any additional information or data shall be added if and whenever requested by the Owner or the Engineer. Where applicable, submit separate data for each pump.
 - 1. Descriptive Literature:
 - a. Dimensions
 - b. Materials of Construction
 - c. Performance Data.
 - (1) Propeller Diameter

- (2) Horsepower rating of mixer motor
 - (3) RPM
2. Installation Information: Submit installation drawings and information for mixer connections, electrical connections, and auxiliary equipment.

The Contractor shall submit all other drawings, material lists and other information specified, requested and/or necessary to show complete compliance with all details of the contract documents.
 3. Operation and Maintenance Manual: Manual shall contain all information necessary for proper operation and maintenance of mixing units, as well as the location of the nearest permanent service headquarters.

1.04 IDENTIFICATION - NAMEPLATES

- A. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number and principal rating date.

1.05 GUARANTEE PERIOD

- A. After successful completion of tests and trials under operating conditions on all equipment, the Contractor shall guarantee all equipment and materials from undue wear and tear from mechanical and electrical defects, and from any failure whatever except those resulting from proven carelessness or deliberate actions of the Owner, for a minimum of one (1) year. This one (1) year minimum shall not replace a standard manufacturer's guarantee if it exceeds one (1) year.

1.06 MIXER WARRANTY

- A. The contractor shall provide a prorated guarantee and warranties the mixers will operate satisfactorily and continuously, and that after due notice has been given by the Owner, he or the pump manufacturer will proceed, within a reasonable time to adjust, regulate, repair and renew at his expense such part or parts, equipment, auxiliaries appurtenances or perform such work as is necessary to maintain the guaranteed capacities, efficiencies and performances 100% during the first 2 years of operation, 50% during years 3 and 4, and 35% during year 5 from date the mixer is tested, placed in service and a written acceptance letter issued by the Owner.

PART 2 - PRODUCTS

2.01 SUBMERSIBLE MIXERS

- A. The principal items of equipment for the mixers shall include two (2) motor driven submersible mixers, two (2) mixer retrieval systems, electrical controls, slide rails, and other required appurtenances and wiring.

2.02 SUBMERSIBLE MIXERS AND APPURTANCENCES

- A. Cable Entry: Cable entry shall consist of a compressible rubber bushing to seal off motor area and relieve strain on the cable. Cable entry housing shall be constructed of vinyl ester for shock and chemical resistance.
- B. Junction Box: Box shall be sealed off from surrounding liquid and stator casing via terminal board and an O-ring.
- C. Motor: Motors shall be squirrel cage, 3 phase induction shell type design NEMA B motors specifically designed for each mixer frame size and non-overloading for full performance range. Motor insulation shall be Class F with a maximum working temperature of 155°C (311°F). Combined service factor of 1.10. Motors shall be capable of being run continuously or intermittently. The stator shall be cooled by the surrounding mixed media.
- D. Oil Casing: Seals shall be lubricated with a white paraffin based, FDA approved, non-toxic oil which shall act as an additional barrier to prevent liquid from penetrating the motor area. Pressure build-up within the casing shall be reduced by an inner and outer oil compartment design which transports any foreign liquids away from rotating components. Casing shall be constructed of vinyl ester for shock and chemical resistance.
- E. Bearings: Bearings shall be rated in excess of 100,000 hours of operation (L-10aa rated life). Shaft shall be supported by a single row angular contact ball bearing and single row cylindrical roller bearing, plus a heavy duty single row angular contact ball bearing on the propeller side.
- F. Shaft: Motor shaft and rotor shall be a single integral unit. Shaft shall be completely isolated to prevent coming in contact with the mixed media.
- G. Active Shaft Seals: Outer mechanical seal shall isolate the oil housing and surrounding liquids and shall be tungsten carbide lapped end faced running in oil. Inner mechanical seal shall operate between oil casing and stator casing. Only seal faces operate in the mixed media, all other components are within motor housing. One seal face of the inner seal pair shall be laser etched spiral grooves. As the seal rotates, these grooves shall act to pump any leakage back into the oil casing from out of the stator housing.
- H. Propeller: Propeller shall be two bladed, 316 stainless steel propeller. Blades have large width, thin profile and smooth surface with a back swept design for optimum efficiency and non-clogging operation. The blades shall be laser cut to exacting tolerances.
- I. Monitoring Equipment: The stator shall incorporate three thermal switches connected in series (one in each phase) which open at 260°F (125°C).

J. Guide Rail Base Assembly:

1. There shall be no need for personnel to enter the wet well to remove or reinstall the mixers. In order to prevent binding or separation of the mixer from the guide rail system, the mixer shall connect to the guide rail base automatically and firmly, guided by one guide pipe extending from the bottom to the top of the station. Guide pipes shall have bracing spaced every 10ft. Systems using guide cable in lieu of rigid guide bars or pipes shall not be considered acceptable.
2. The guide rail system shall be a non-sparking version, approved by Factory Mutual for use in NEC Class 1, Division 1, Group C&D hazardous locations.
3. Chain and Chain Hanger: Each mixer shall be fitted with a proper length of 316 stainless steel lifting chain to allow the Operator to connect to the chain above the upper wet well hatch. The working load of the lifting system shall be 50% greater than the mixing unit weight. The manufacturer shall supply a 316 SS chain hanger to be fitted to the anchored to the concrete slab. The chain hanger shall be accessible from the hatch opening. The Contractor shall be responsible for the appropriate length of chain.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Coordinate with other trades, equipment and systems to the fullest extent possible.
- B. Take all necessary measurements in the field to determine the exact dimensions for all work and the required sizes of all equipment under this contract. All pertinent data and dimensions shall be verified by the Contractor.

3.02 INSTALLATION

- A. The mixer shall be installed and placed into service in accordance with the manufacturer's recommendations, instructions and templates.

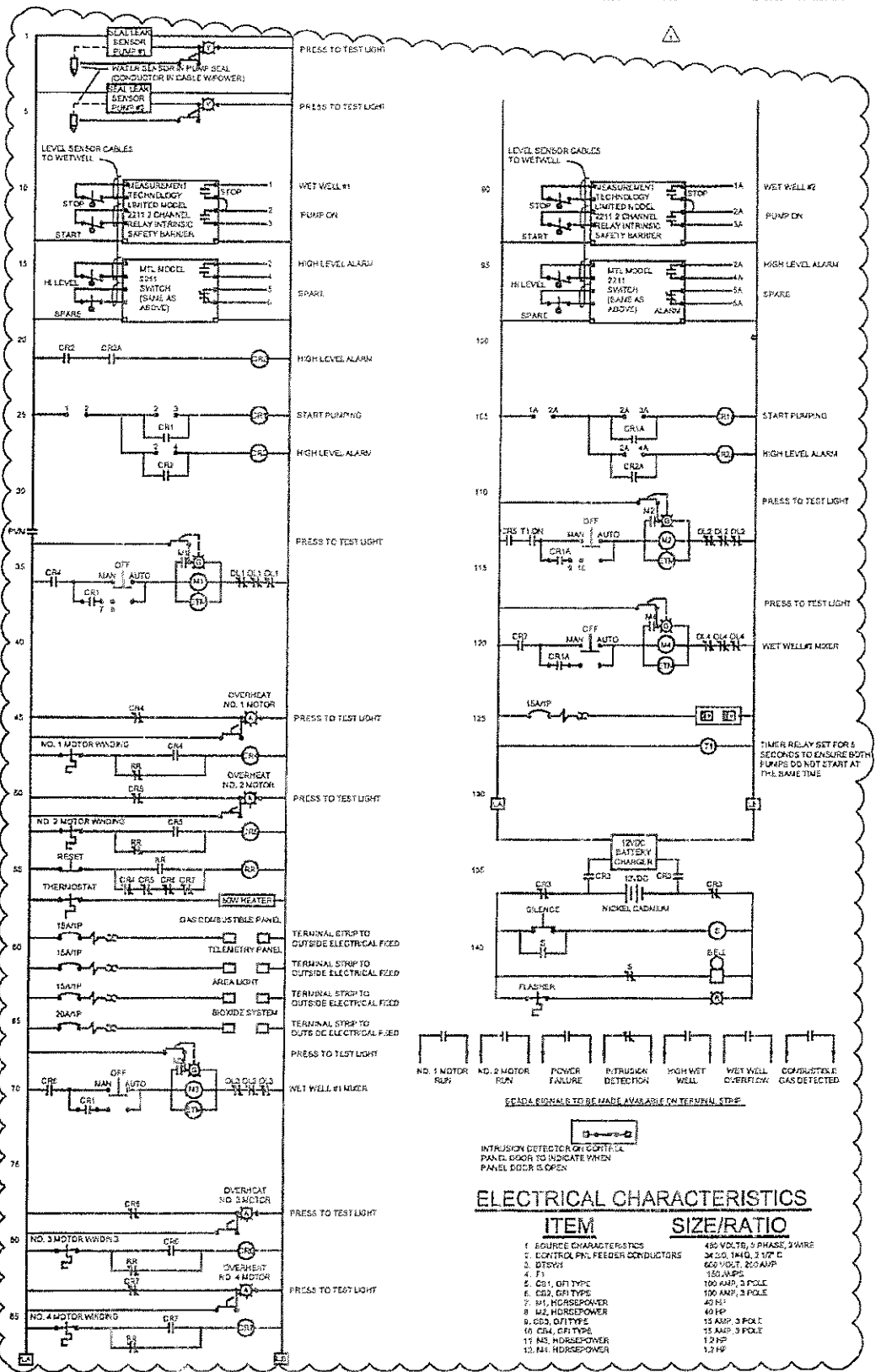
3.03 ACCEPTANCE TESTS

- A. Perform a full scale factory test of all equipment before shipment.
- B. Operate mixers for a period of 24 hours after installation to ensure that all parts are installed correctly and fully functional.
- C. Make all adjustments necessary to provide for proper operation and full functionality.

3.04 MANUFACTURERS SERVICES

- A. Provide the services of a manufacturer's factory trained representative for a total of one (1) trip of one (1) day to provide start up assistance and instruction on the proper operation of the equipment to the Owner's personnel.
- B. A written report covering the technician's findings and installation approval shall be submitted to the Engineer covering all inspections and outlining in detail any deficiencies noted.

END OF SECTION



ELECTRICAL CHARACTERISTICS

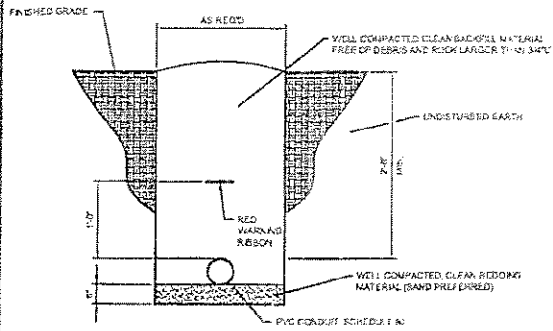
ITEM	SIZE/RATIO
1. SOURCE CHARACTERISTICS	480 VOLTS, 3 PHASE, 3 WIRE
2. CONTROL PNL. FEEDER CONDUCTORS	24 SQ. 1440, 3/12" C
3. BTRV'S	600 VOLT, 200 AMP
4. F1	150 AMP
5. CR1, CR TYPE	100 AMP, 3 POLE
6. CR2, CR TYPE	100 AMP, 3 POLE
7. M1, HORSEPOWER	40 HP
8. M2, HORSEPOWER	40 HP
9. CR3, CR TYPE	15 AMP, 3 POLE
10. CR4, CR TYPE	15 AMP, 3 POLE
11. M3, HORSEPOWER	1.2 HP
12. M4, HORSEPOWER	1.2 HP

GRW PROJECT NO 3809	CLIENT PROJECT NO 153-2013	DESIGNED BY PBJ
REVISIONS		DRAWN BY PBJ
NO.	DESCRIPTION	DATE
1	ADDENDUM A	12-6-13
CHECKED BY PBJ		APPROVED BY PBJ

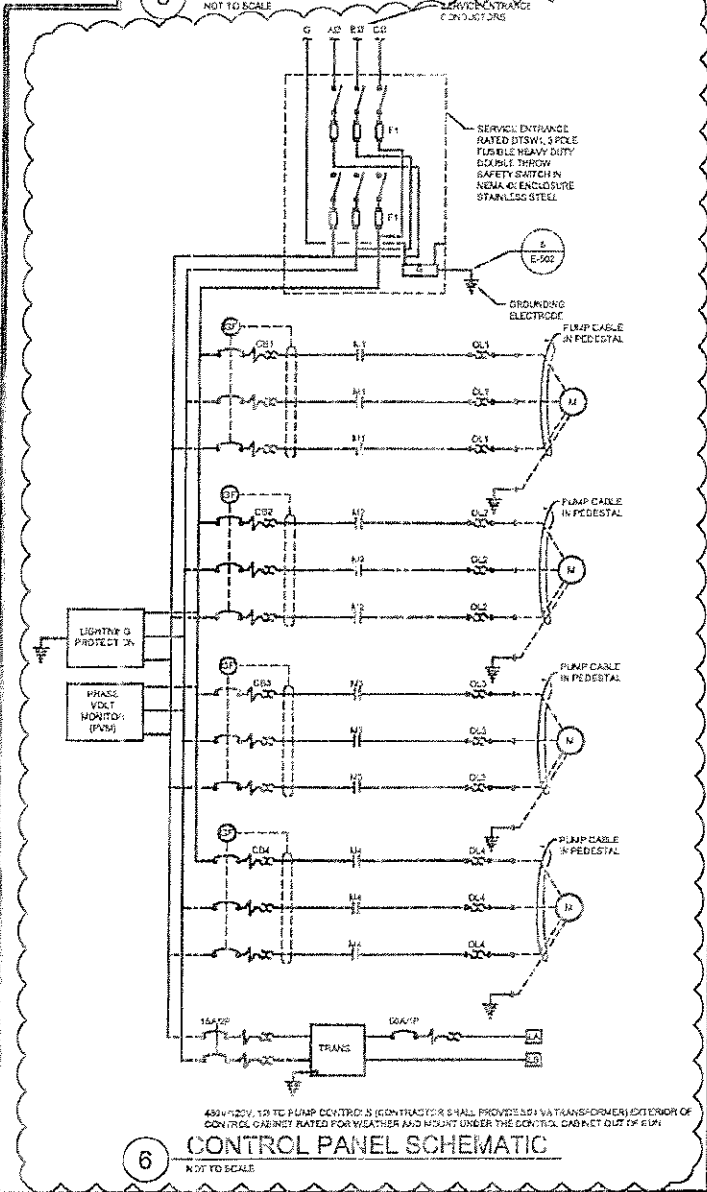
**CONTROL CIRCUIT
 DETAILS**
 EXP. AREA 2A - WASTEWATER SYS. IMPROV.
 CONTRACT 3 - GRAVITY SEWER
 LEXINGTON FAYETTE URBAN CO. GOVT.

engineering | architecture | geospatial
 www.grwinc.com

DATE: DECEMBER 6, 2013
 SCALE: NOT TO SCALE
 SHEET NO: E-501A



5 TRENCH DETAIL
NOT TO SCALE



6 CONTROL PANEL SCHEMATIC
NOT TO SCALE

480V/208V, 12 TO PUMP CONTROL (CONTRACTOR SHALL PROVIDE 1 VA TRANSFORMER) OUTSIDE OF CONTROL CABINET RATED FOR WEATHER AND MOUNT UNDER THE CONTROL CABINET OUT OF RAIN

GRW PROJECT NO. 3809	CLIENT PROJECT ID 153-2013	DESIGNED BY PBJ											
<table border="1"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ADDENDUM A</td> <td>12-13</td> <td>PBJ</td> </tr> </tbody> </table>			REVISIONS			NO.	DESCRIPTION	DATE	BY	1	ADDENDUM A	12-13	PBJ
REVISIONS													
NO.	DESCRIPTION	DATE	BY										
1	ADDENDUM A	12-13	PBJ										
CHECKED BY PBJ	DATE	BY PBJ											
APPROVED BY PBJ	DATE	BY PBJ											

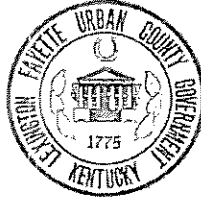
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DATE: DECEMBER 5, 2013
SCALE: NOT TO SCALE
SHEET NO: E-501B



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: 153-2013

Date: December 13, 2013

Subject: Expansion 2-A Wastewater System Improvements
Contract 3 – Gravity Sewer Connections

Please address inquiries to:
Joe Henry, P.E.
GRW Engineers, Inc., Inc.
jhenry@grwinc.com

TO ALL PROSPECTIVE BIDDERS:

1. **BID DATE**

The bid date has changed. The new bid date and time shall be December 20, 2013 at 2 PM. The bid opening location shall remain the same.

2. **DRAWINGS**

SHEET C-101

Replace the Detail for the Emergency Force Main Connection, Plan and Detail 3. Attached details C-101A and C101B provide the new requirements for Emergency Force Main Connection. The Contractor shall provide a tapping sleeve and valve for the connection in lieu of the restrained tee connection and separate valve.

4. **SPECIFICATONS**

PART V, SPECIAL CONDITIONS

Davis-Bacon Wage Rates have changed. The new rate schedule is attached.

5. SPECIFICATIONS

SECTION, 11286, Slide Gates

Add this specification in its entirety

6. DRAWINGS

SHEET C-201

The tie-in elevation at the existing manhole, Sta 10+00 has changed. See detail C201A.

7. DRAWINGS

SHEET C-202

The force main located inside the bore is restrained, as indicated. Utilize a Megalug Series 1900 or equal to harness the C-900 pipe, which shall be placed in the existing bore. This shall be provided under the scope of

8. DRAWINGS

SHEET C-206

Restrained joint piping is required through the I-75 Bore and Jack. 16" C 905, DR 18, piping shall be utilized. Bell restraint harness's, such as Megalug Series 2800, shall be utilized to restrain the pipe. In addition, the diameter of the casing pipe is increased to 30". See detail C206A of the revised profile. 16" C905 shall be installed manhole to manhole. The contractor shall be responsible for coordinating the pipe sizes with the manhole manufacturers. The plan view on sheet C-206 shall also reflect the changes indicated as outlined in this paragraph.

9. SPECIFICATIONS

PART III, FORM OF PROPOSAL,

Replace Section 4, Bid Schedule – Schedule of Values in its entirety (for the second time) in Part III, Form of Proposal. The Site Regrade pay item has been eliminated.

10. SPECIFICATIONS

SECTION, 1271 – BASIS OF MEASUREMENT AND PAYMENT

A. Delete paragraph 1.15.A in its entirety and replace with the following:

“The installation of new force main into existing highway bore casing pipe will be paid for at the Contract unit price per linear foot, which price shall include all labor, material, equipment, excavation (including rock), removal of casing pipe end seals, *restraining of the pipe*^{ADD2}, removal of the old force main, installation of new force main with new casing spacers, installation of new casing pipe seals, connection to force main, backfill of all ditch, bypass pumping/hauling of sewage, and any other work as required to complete the Work.”

B. Delete paragraph 1.17 in its entirety. The Site Regrade – Polo Club Boulevard has been deleted.

11. INFORMATION

EXISTING CAPACITY OF PUMP STATIONS

The following is a summary of pump station capacities.

Pump Station Name	Capacity (gpm)
Blackford	900
Gleneagles	1,020
Greenbrier	325
Hamburg Farms (Target)	600
Man O War	876

Attachments:

Detail C101A
 Detail C101B
 Revised Davis Bacon Wage Decision
 Specification 11286, Slide Gates
 Detail C201A
 Detail C206A
 Part III, Form of Proposal, 4. – Bid Schedule – Schedule of Values



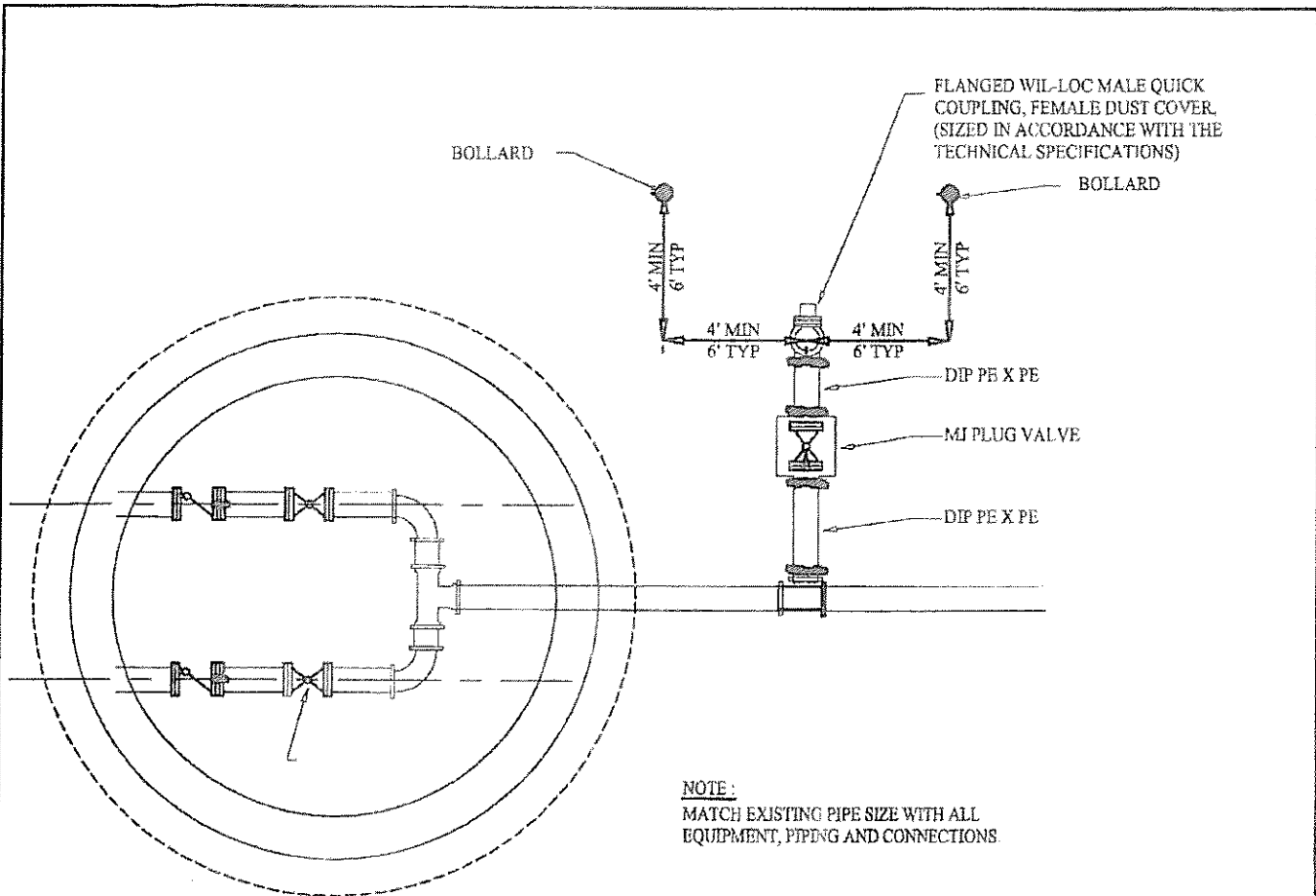
Todd Slatin, Acting, Director
 Division of Central Purchasing

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: Schroeder Construction Inc.

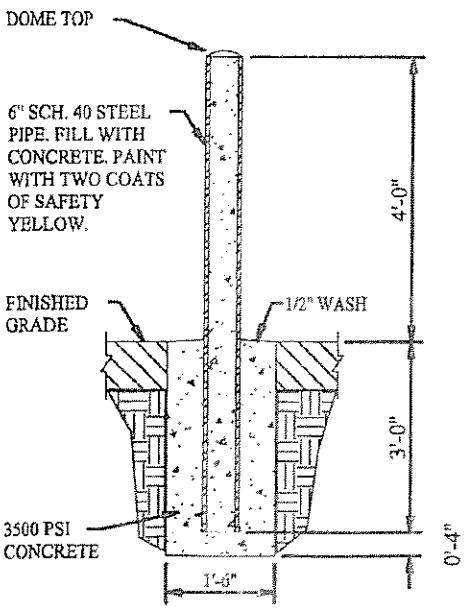
ADDRESS: 666 Pear Orchard Rd. New Etown Ky 42701

SIGNATURE OF BIDDER: 



NOTE:
MATCH EXISTING PIPE SIZE WITH ALL EQUIPMENT, PIPING AND CONNECTIONS.

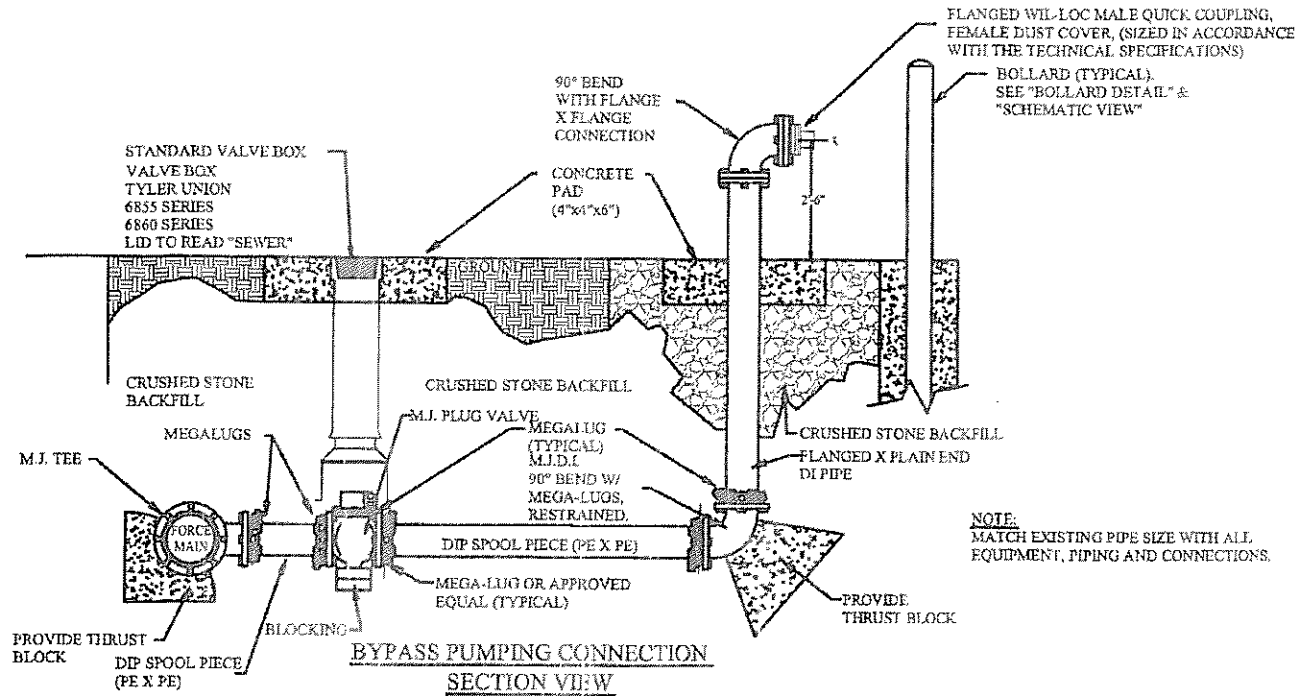
**NEW CONSTRUCTION
QUICK CONNECTION
TYPICAL PLAN VIEW
NON-PAVED AREA**



TRAFFIC BOLLARD DETAIL

C101A

L.F.U.C.G.
NEW CONSTRUCTION QUICK CONNECT NON-PAVED AREA TYPICAL PLAN VIEW



- NOTES:**
- 1) THE BYPASS CONNECTION SHALL BE LOCATED WITHIN 25'-0" OF THE PUMP STATION VALVE VAULT. THE CONNECTION SHALL BE SURROUNDED BY BOLLARDS AND LABELED "FOR EMERGENCY BYPASS PUMPING ONLY".
 - 2) ALL PIPING WITHIN THE BYPASS ASSEMBLY SHALL BE INTERIOR COATED WITH PROTECTO 401.
 - 3) ALL BURIED PIPES, VALVES, AND FITTINGS SHALL BE RESTRAINED WITH WEDGE ACTION RETAINER GLANDS AND BLOCKING AS SHOWN.
 - 4) ALL PIPING FOR THE BYPASS CONNECTION SHALL BE SIZED BY THE ENGINEER OF RECORD. PIPE SIZING SHOWN IS FOR EXAMPLE ONLY.
 - 5) CONCRETE PADS FOR VALVES AND RISERS SHALL BE 4"X4"X6".

**TYPICAL PUMP STATION BYPASS CONNECTION TO FORCE MAIN
IN NON-PAVED AREAS**

C101B

L.F.U.C.G.

NEW CONSTRUCTION
QUICK CONNECT
NON-PAVED AREA
TYPICAL SECTION VIEW

General Decision Number: KY130091 11/22/2013 KY91

Superseded General Decision Number: KY20120116

State: Kentucky

Construction Type: Heavy
Including and Water and Sewer Line Construction

Counties: Bourbon, Clark, Fayette, Jessamine and Woodford
Counties in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water
construction).

Modification Number	Publication Date
0	01/04/2013
1	04/05/2013
2	04/26/2013
3	05/31/2013
4	06/07/2013
5	07/05/2013
6	07/19/2013
7	11/22/2013

CARP0549-006 04/01/2013

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 26.90	14.46

ELEC0369-020 05/29/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 29.48	14.37

ENGI0181-007 07/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator/Trackhoe, Bulldozer & Loader (Front End).....	\$ 28.00	13.90
Bobcat/Skid Loader & Forklift.....	\$ 25.45	13.90
Crane.....	\$ 29.07	13.90
Oiler & Roller.....	\$ 25.17	13.90

Operators on cranes with booms one hundred fifty feet (150)
and over (including jib) shall receive one dollar (\$1.00)
above rate

All crane operators operating cranes where the lenth of the

boom in combination with the length of the piling leads equal or exceeds one hundred fifty (150) feet, shall receive one dollar (\$1.00) above the rate.

IRON0044-018 06/01/2013

33% Northern part of Bourbon County

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.00	18.40

IRON0070-020 06/01/2013

67% Southern part of Bourbon County

	Rates	Fringes
IRONWORKER Structural; Reinforcing.....	\$ 26.47	19.30

IRON0070-023 06/01/2013

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER Structural; Reinforcing.....	\$ 26.47	19.30

IRON0372-010 06/01/2013

33% Northern part of Bourbon County

	Rates	Fringes
IRONWORKER, REINFORCTNG.....	\$ 26.47	19.30

LABO0189-034 07/01/2013

	Rates	Fringes
LABORER Common or General.....	\$ 21.35	11.61

PLAS0132-013 06/01/2013

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.00	11.65

* PLUM0452-012 11/01/2013

	Rates	Fringes
PLUMBER.....	\$ 30.00	16.50

TEAM0089-001 03/31/2013

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 19.56	16.85

SUKY2010-150 09/14/2010

	Rates	Fringes
LABORER: Pipelayer.....	\$ 17.51	6.89

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The first
four letters , PLUM, indicate the international union and the
four-digit number, 0198, that follows indicates the local union
number or district council number where applicable , i.e.,
Plumbers Local 0198. The next number, 005 in the example, is
an internal number used in processing the wage determination.
The date, 07/01/2011, following these characters is the
effective date of the most current negotiated rate/collective
bargaining agreement which would be July 1, 2011 in the above
example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

SECTION 11286 - SLIDE GATES^{ADD2}

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, equipment and services required to furnish and install the sluice gates and shall be the latest standard products of a manufacturer regularly engaged in the production of equipment of this type. All sluice gates shall be furnished by the same manufacturer.
- B. Sluice gates shall be constructed of 316 stainless steel and to the nominal opening dimensions as indicated on the drawings. Sluice gates shall be as manufactured by Whipps, Inc., H. Fontaine Ltd., or engineer approved equal.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Shop Drawings, Product Data and Samples: Section 01340
- B. Operations & Maintenance Manuals: Section 01780
- C. Concrete Section 03300
- D. Precision Grouting: Section 03600

1.03 SUBMITTALS

- A. Descriptive literature, catalog cuts, dimension prints, shop drawings, installation, operation and maintenance instructions shall be submitted to the Engineer for review before shipment. The data shown on the shop drawings shall be completed with respect to dimensions, materials of construction, wiring diagrams, and the like, to enable the Engineer to review the information as required.
- B. At the time of submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the drawings may have from the requirements of the Engineer's specifications.
- C. Comply with the provisions of Section 01340.

1.04 GUARANTY

- A. The Contractor shall guarantee and warrant that the equipment furnished and installed is free from defects of design, material and workmanship, and will operate satisfactorily. In the event the equipment fails to perform as specified, and after the Owner has given due notice, the Contractor or Supplier, at their own expense, shall promptly repair or replace the defective equipment without any additional cost to the Owner.
- B. The guaranty period shall be as set forth in specification Section 01120, "General Provisions". In the event that the manufacturer's guarantee period exceeds that as stated

in the General Provisions, the manufacturer's guarantee period will stay in effect and shall not be replaced by that previously stated.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Gates shall be non self-contained and of the rising stem configuration. The gate shall utilize self adjusting seals. Wedges and wedging devices shall not be accepted.
- B. Except as modified or supplemented herein, all gates and operators shall conform to the applicable requirements of AWWA C561 latest edition.
- C. All gate types shall be substantially watertight under the design head conditions. Leakage shall not exceed 0.05 gallon per minute per foot of seal perimeter under the design seating head and design unseating head. The gate's sealing system should have been tested through a cycle test in an abrasive environment and should show that the leakage requirements are still obtained after 25,000 cycles with a minimum deterioration.
- D. All weld burn and weld slag shall be sand blasted in accordance with ASTM A380 to provide a uniform finish.

2.02 GUIDE FRAME

- A. The frame shall be constructed of 316L stainless steel structural members. The frame shall be of the flange back design suitable for mounting on a wall thimble cast in the wall, unless otherwise shown on the Contract Drawings. The frame configuration shall be of the flush-bottom type and shall allow for the replacement of all seals and seats without removing the gate frame from the wall thimble or wall. All structural members shall have a minimum thickness of 1/4-inch.
- B. Guides shall be made of UHMWPE (ultra high molecular weight polyethylene) and shall be of such length as to retain and fully support the complete vertical height of the slide in the fully open position.
- C. Seals shall maintain the specified leakage rate in both seating and unseating conditions. The sealing system shall maintain efficient sealing in any position of the slide and let the water flow only in the open portion of the gate.
 - 1. Side and top seals shall be made of UHMWPE of the self-adjusting type. A compression cord shall ensure contact between the UHMWPE guide and the gate in all positions.
 - 2. The bottom seal shall be made of resilient neoprene or EPDM set into the bottom member of the frame and shall form a flush-bottom.

2.03 SLIDE

- A. The slide shall consist of a 316L stainless steel flat plate reinforced with formed plates or structural members to limit its deflection to 1/720 of the gate's span, or 1/16-inch, whichever is less, under the design head. The slide and reinforcing stiffeners shall have a minimum thickness of 1/4-inch.

2.04 OPERATOR

- A. Operation of the gate will be by means of an anti-friction floor stand hand wheel or hand crank. All bearings and gears shall be totally enclosed in a weather tight housing. The pinion shaft of crank-operated mechanisms shall be constructed of stainless steel and supported by roller or needle bearings. If a chain drive is supplied with hand crank operator, the chain and gears will be constructed of stainless steel.
- B. The bronze operating nut will be accurately machined and internally threaded to accept the rising stem counterpart, and sealed in the gear housing.
- C. The lift mechanism must be capable of withstanding without damage an effort up to 200 lbs. Maximum effort on the hand wheel or hand crank shall not exceed 40 pounds pull to open or close the gate at maximum head.
- D. The drive shall include stainless steel pinion shaft extensions, couplings, gear sprockets, roller chains, and bearings, all enclosed with a fabricated housing. A direction arrow will be attached to the housing with the word "OPEN" The crank shall be removable. The crank shall be removable and fitted with a corrosion resistant rotating handle.
- E. The maximum crank radius shall be 15-inches and the maximum hand wheel diameter shall be 24-inches.
- F. Operators shall be mounted on a 316 stainless steel pedestal or on 316 stainless steel wall brackets. The pedestal height and wall bracket shall be such that the hand wheel or pinion shaft on the crank-operated gearbox is located approximately 36-in above the operating floor. Wall brackets shall be reinforced to withstand in compression at least two times the rated output of the operator with a 40 lb effort on the hand crank or hand wheel.
- F. The design and detail of the brackets and anchor bolts shall be provided by the gate manufacturer and shall be approved by the ENGINEER. The gate manufacturer shall supply the bracket, anchor bolts and accessories as part of the gate assembly

2.05 STEM

- A. The operating stem shall be of 316 stainless steel designed to transmit in compression at least 2-times the rated output of the operating manual mechanism with a 40-lb effort on the hand crank or hand wheel. The stem shall have a slenderness ration (L/R) less than 200. The stem shall have a minimum diameter of 1-1/2 inches. Stems shall be constructed of solid stainless steel round bar. Pipe extensions are not acceptable. The threaded portion of the stem shall have machine cut or machine rolled threads of the full depth ACME type polished to a 16 microinch finish or better. An internally threaded adjustable stop collar shall be provided on each stem to limit upward travel on gate systems having mechanical lifts.

- B. For stems in more than one piece and with a diameter of 1.750-inches and larger, the different sections shall be joined together by solid couplings. Stems with a diameter smaller than 1.750-inches shall be pinned to an extension tube. The couplings shall be grooved and keyed and shall be of greater strength than the stem.
- C. Stem guides shall be fabricated from type 316L stainless steel with a minimum thickness of 1/4-inch. The guide shall be equipped with a UHMWPE bushing. There shall be no metal to metal contact between the stem and the stem guide. Guides shall be adjustable and spaced in accordance with the manufacturer's recommendations. The L/R ratio shall not be greater than 200.
- D. Rising stem gates shall be provided with a clear polycarbonate stem cover. The stem cover shall have a cap and condensation vents as well as a clear Mylar position indicating tape. The tape shall be field applied to the stem cover after the gate has been installed and positioned.

2.06 FULL OPEN GATE

- A. Each gate system will be designed to open fully above the maximum water level or to achieve a full open port unless otherwise shown on the contract drawings or specified herein.

2.07 MATERIALS OF CONSTRUCTION

- | | | |
|----|---|--|
| A. | Frame, yoke, slide, reinforcing members: | 316L Stainless Steel |
| B. | Side seals, stem guide liner: | UHMWPE (ultra high molecular weight Polyethylene)
ASTM D-4020 |
| C. | Compression cord: | Silicone or Nitrile ASTM D-2000 M6BG 708, A14, B14, E014, E034 |
| D. | Bottom seal: | Neoprene or EPDM ASTM D-2000 Grade 2 BC-510 |
| E. | Stem, threaded stem, stem guides: | 316 Stainless Steel |
| F. | Fasteners: | ASTM F593 and F594 GR2 for type 316 |
| G. | Operator wall bracket support: | 316 Stainless Steel |
| H. | Hand wheel, hand crank, pedestal support: | Tenzaloy aluminum |
| I. | Gasket (between frame and wall): | EPDM ASTM 1056 or non-shrink grout |
| J. | Stem cover: | Clear Polycarbonate ASTM A-3935 |
| K. | Lift nut: | Manganese bronze ASTM B584 |

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Slide gates shall be installed in accordance with the manufacturer's recommendations.

END OF SECTION

10+00 10+50 11+00 11+50 12+00

985

980

975

970

965

960

955

950

2

TIE INTO
EXISTING MANHOLE
STA. 10+00
RIM EL. 975.63
INV. OUT EL. 956.87
INV. IN EL. 958.87 10" FORCE MAIN

GRW PROJECT NO 3808		CLIENT PROJECT NO XXXX	
DESIGNED			
DRAWN			
REVIEWED			
APPROVED			
SCALE CHECK			

ADDENDUM #2
WASTEWATER SYSTEM IMPROVEMENTS
EXPANSION AREA 2A
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT



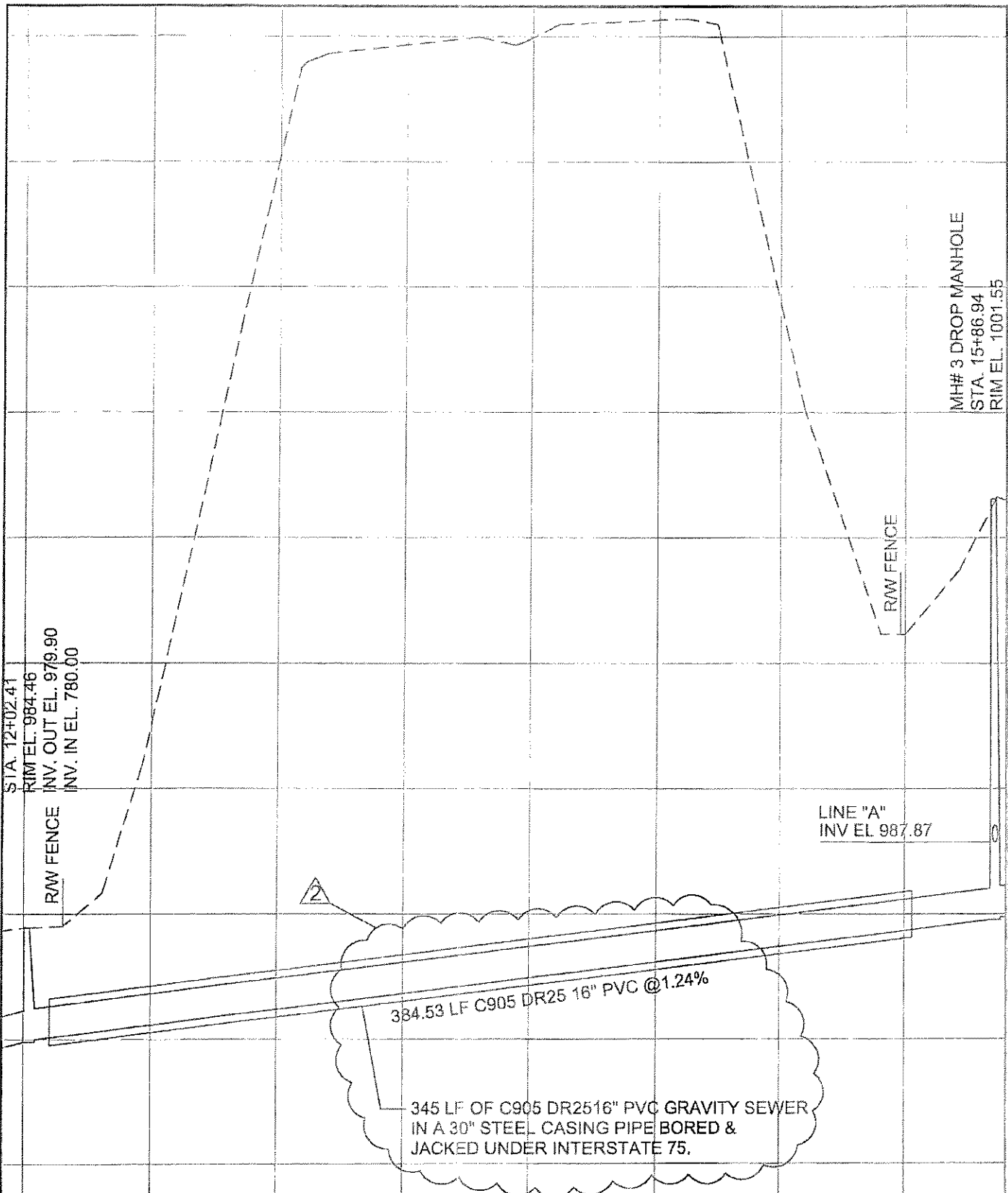
engineering | architecture | geospatial
www.grwinc.com

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THIS DOCUMENT IS THE PROPERTY OF GRW ENGINEERING, INC AND SHALL
NOT BE REPRODUCED IN WHOLE OR IN PART OR USED FOR CONSTRUCTION
OF OTHER THAN THE SPECIFIC PROJECT WITHOUT WRITTEN CONSENT.

DATE
DECEMBER 11, 2013

SCALE
HORIZ. 1" = 50'
VERT. 1" = 5'

PROJECT NO
C 201A



GRW PROJECT NO. 3909		CLIENT PROJECT NO. XXXX		DESIGNED		DATE	
REVISIONS				DRAWN		DECEMBER 11, 2013	
NO.	DESCRIPTION	DATE	BY	REVISIONS	SCALE		HORIZ. 1" = 50'
					VERT. 1" = 5'		
SCALE CHECK: _____ (THIS MARK SHOULD MEASURE EXACTLY 1/2" WHEN PLOTTED)				APPROVED		SHEET NO.	
				ADDENDUM #2		C 206A	
				WASTEWATER SYSTEM IMPROVEMENTS		engineering architecture geospatial	
				EXPANSION AREA 2A		www.grwinc.com	
				LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT		ALL WORKER NOTIFIED THIS DOCUMENT IS THE PROPERTY OF GRW ENGINEERS, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART OR USED FOR CONSTRUCTION OF OTHER THAN THE SPECIFIC PROJECT, WITHOUT WRITTEN PERMISSION.	

4. BID SCHEDULE – SCHEDULE OF VALUES^{ADD1,ADD2}

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

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

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

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

The LFUCG's decision on the bid amount is final.^{ADD1}

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.

2. LEGAL STATUS OF BIDDER

Bidder Schroeder Construction Inc

Date December 20, 2013

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Jacob Schroeder, bearing the official title of office Manager, 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, Jacob Schroeder, and after being first duly sworn, states under penalty of perjury as follows:

1. His/~~her~~ name is Jacob Schroeder and he/~~she~~ is the individual submitting the bid or is the authorized representative of Schroeder Construction 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.

Jacob Schroeder
(Affiant)

STATE OF Kentucky
COUNTY OF Hardin

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

Jacob Schroeder on this the 19th day of December, 2013.

My Commission expires: 3/26/14

Marilyn K. Powell #414804
NOTARY PUBLIC, STATE AT LARGE

UNIT PRICE SCHEDULE ^{ADD1}

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
1.	30" Gravity Sewer <u>Six hundred Fifty</u> ^{Three} Dollars <u>Zero</u> Cents (Linear Foot)	61	LF	<u>\$653⁰⁰</u>	<u>\$39,833⁰⁰</u>
2.	18" Gravity Sewer <u>One hundred Twenty</u> Dollars <u>Zero</u> Cents (Linear Foot)	1,506	LF	<u>\$120⁰⁰</u>	<u>\$180,720⁰⁰</u>
3.	15" Gravity Sewer <u>One hundred Fifteen</u> Dollars <u>Zero</u> Cents (Linear Foot)	544	LF	<u>\$115⁰⁰</u>	<u>\$62,560⁰⁰</u>
4.	12" Gravity Sewer <u>Two hundred</u> Dollars <u>Zero</u> Cents (Linear Foot)	103	LF	<u>\$200⁰⁰</u>	<u>\$20,600⁰⁰</u>
5.	8" Gravity Sewer <u>One hundred Eighty</u> Dollars <u>Zero</u> Cents (Linear Foot)	21	LF	<u>\$180⁰⁰</u>	<u>\$3,780⁰⁰</u>
6.	Bore and Jack 18" Gravity Sewer in 30" Casing <u>Seven hundred Eighty</u> Dollars <u>Zero</u> Cents (Linear Foot)	70	LF	<u>\$750⁰⁰</u>	<u>\$52,500⁰⁰</u>
7.	Bore and Jack 15" Gravity Sewer in 24" Casing <u>Seven hundred Eighty</u> Dollars <u>Zero</u> Cents (Linear Foot)	345	LF	<u>\$750⁰⁰</u>	<u>\$258,750⁰⁰</u>
8.	10" PVC Force Main <u>Sixty</u> Dollars <u>Zero</u> Cents (Linear Foot)	1,693	LF	<u>\$60⁰⁰</u>	<u>\$101,580⁰⁰</u>
9.	Install 10" Restrained Joint PVC C900 Force Main in Existing Bore <u>One hundred</u> Dollars <u>Zero</u> Cents (Linear Foot)	340	LF	<u>\$100⁰⁰</u>	<u>\$34,000⁰⁰</u>
10.	4' Dia. Drop Manhole <u>Five thousand Five hundred</u> Dollars <u>Zero</u> Cents (Each)	2	EA	<u>\$5,500⁰⁰</u>	<u>\$11,000⁰⁰</u>
11.	4' Dia. Manhole <u>Five thousand</u> Dollars <u>Zero</u> Cents (Each)	10	EA	<u>\$5,000⁰⁰</u>	<u>\$50,000⁰⁰</u>
12.	Renovate Existing Pump Station <u>Two hundred Sixty</u> ^{Five thousand} Dollars <u>Zero</u> Cents (Lump Sum)	1	LS	<u>\$245,000</u>	<u>\$245,000⁰⁰</u>
13.	Decommission and Demolition Ex. PS <u>Eight thousand</u> Dollars <u>Zero</u> Cents (Each)	4	EA	<u>\$8,000⁰⁰</u>	<u>\$32,000⁰⁰</u>
14.	Connect to Existing MH <u>Three thousand</u> Dollars <u>Zero</u> Cents (Each)	11	EA	<u>\$3,000⁰⁰</u>	<u>\$33,000⁰⁰</u>

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
15.	CCTV Sewer <u>three</u> Dollars <u>zero</u> Cents (Linear Foot)	2,650	LF	\$ <u>3⁰⁰</u>	\$ <u>7,950⁰⁰</u>
16.	Pavement Replacement <u>forty</u> Dollars <u>zero</u> Cents (Linear Foot)	200	LF	\$ <u>40⁰⁰</u>	\$ <u>8,000⁰⁰</u>
17.	Air Testing/Mandrel <u>two</u> Dollars <u>fifty</u> Cents (Linear Foot)	2,650	LF	\$ <u>2⁵⁰</u>	\$ <u>6,625⁰⁰</u>
18.	Manhole Vacuum Testing <u>two hundred</u> Dollars <u>zero</u> Cents (Each)	12	EA	\$ <u>200⁰⁰</u>	\$ <u>2,400⁰⁰</u>
19.	Crushed Stone For Special Granular Fill <u>forty</u> Dollars <u>zero</u> Cents (Ton)	1	TN	\$ <u>40⁰⁰</u>	\$ <u>40⁰⁰</u>
20.	4' Dia. Manhole Barrel Extension <u>two hundred forty</u> Dollars <u>zero</u> Cents (VLF)	28	VLF	\$ <u>250⁰⁰</u>	\$ <u>7,000⁰⁰</u>
21.	Connect to Existing 8" Force Main <u>four thousand</u> Dollars <u>zero</u> Cents (Each)	1	EA	\$ <u>4,000⁰⁰</u>	\$ <u>4,000⁰⁰</u>
22.	Allowances - Landscaping <u>\$15,000</u> Dollars <u>0</u> Cents (Each)	1	LS	\$15,000	\$15,000.

TOTAL BASE BID PRICES FOR the Expansion Area 2A Wastewater System Improvements, Contract 3 - Gravity Sewer Connections (Items 1 through ~~16~~ ²²) in words and figures. In case of discrepancy, the amount shown in words will govern.

ONE million, ONE Hundred ninety six thousand, three hundred - (\$ 1,196,338⁰⁰).
thirty eight dollars and zero cents

The best, lowest Bidder will be determined by adding the Base Bid proposal to the amount of the alternate selected by the Owner for each Bidder.

Submitted by:

Schroeder Construction Inc.
Firm

444 Pear Orchard Rd NW
Address

Elizabethtown, Kentucky 42701
City, State & Zip

*Bid must be signed:
(original signature)*

 Office Manager
Signature of Authorized Company Representative - Title

Jacob Schroeder
Representative/s Name (Typed or Printed)

270-737-7717 866-892-1965
Area Code - Phone - Extension Fax #

scijacob@gmail.com
E-Mail Address

OFFICIAL ADDRESS:

444 Pear Orchard Rd NW
Elizabethtown Ky 42701

_____ (Seal if Bid is by Corporation)

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

DES P-BA

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: Schroeder Construction Inc.
2. Permanent Place of Business: 666 Pear Orchard Rd NW Etown Ky 42701
3. When Organized: Oct. 1969 Incorporated Feb. 1984
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:
Please See Attachment A -

(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:

National American Insurance Company (Surety)

Signed: Amie Puskarich (Representative of Surety)
Pamela D. Puskarich, Attorney-in-Fact

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Bond
Number CBB 37183

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

James L. Noe, III; Craig M. Whitlow; Lisa K. Wilson; Pamela D. Puskarich; Mary Beth Milling; Nancy Neme; Tiffany Gobich; Sarah Spriggs; Tammy Masterson; Shannon Hord; Rebecca R. Wallace

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The authority of said Attorney-in-fact to bind the company shall not exceed \$3,000,000 for any single bond.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2011, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 18, 2014
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 16th day of December, 2013



Joyce M. Seitz

Joyce M. Seitz, Assistant Secretary

Attachment A		Serial Numbers	Year Manufactured	Location	Purchase Price
Description & Capacity of Items					
EXCAVATORS:					
	325CL Caterpillar Trackhoe	CRB00793	2004	KY	\$149,000.00
	330CL Caterpillar Trackhoe	GKX00249	2006	KY	\$118,000.00
DOZERS:					
	D5M Caterpillar Dozer	6GN00722	1997	KY	\$ 84,560.00
	D4GXL Caterpillar Dozer	HYD00451	2004	KY	\$ 45,700.00
BACKHOES:					
	420EIT Caterpillar Backhoe	KMW00548	2006	KY	\$ 80,237.00
	420DIT Caterpillar Backhoe	BLN02382	2001	KY	\$ 32,000.00
DRILLS:					
	ECM370 Rock Drill I/R	R9981LG	2000	KY	\$109,000.00
Boring Equipment:					
48-900	48" American Augers Horizontal Boring Machine	BF4M1013	2004	KY	\$ 98,190.00
D-24	24" MB Horizontal Boring Machine		1998	KY	\$ 17,500.00
GRADE TRACTORS:					
	Kubota tractor		2006	KY	\$ 30,734.00
	John Deer Tractor			KY	\$ 24,000.00
Description & Capacity of Items		Serial Numbers	Year Manufactured	Location	Purchase Price
TRUCKS:					
T-800	Kenworth Dump Truck	1NKDXBTX14J05198	2004	KY	\$ 72,000.00
AT9513	Sterling Road Tractor	2FWYHXZB5YAH0128	2000	KY	\$ 44,250.00
Sterling truck is Tandem axle Road Truck					
TRAILERS:					
	Trailking Equipment Trailer	6B045971	2006	KY	\$ 59,000.00
SKID LOADERS AND ATTACHMENTS:					
	248 Cat Skid Loader	6LZ00640	2001	KY	\$ 16,000.00

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Please See Attachment B -		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
• Ky Hwy 70/90 Utility Relocation Cave City 1-65 Interchange	Cave City, Ky	\$566,955.00
• HCWD No. 1 Dam Stone Elimination - Wood Creek Sewer	Radcliff, Ky	\$427,248.00

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>
Doug Schroeder	Secretary/lowerer/foreman	20 yrs.
Jacob Schroeder	office Manager/foreman	12 yrs.
Karl Schroeder	operator	10 yrs.
Greg Popham	operator/foreman	15 yrs.

Schroeder Construction Inc.

Projects of Similar Nature Attachment B

Owner and Contact	Engineer/Contact	Contact/Job Name	Original Bid	Change orders	Total Contract Price	Date Started	Date Completed	%Prime % Subcontract
City of Nicholasville	HDR/Quest Engineering Lexington Fayette Urban County Government Engineering Dept	Northend Sanitary Sewer Extension Cadetown/Versailles Road Sanitary sewer Extension	6,332,190.00	206242	6,538,432.00	2/18/2009	12/10/2010	90/10
LFUCG	City of Elizabethtown - Scott Reynolds 2707657873	Village Drive Culvert and Sewer Enhancement	696,637.75	75,269.49	771,907.24	2/8/2009	12/7/2009	100/0
City Of Elizabethtown			299,000.00		299,000.00			100/0
City of Taylorsville	Sisler-Maggard Engineering Joseph Sisler 859-271-2978	New High Scholl pump station	336,000.00		336,000.00 0.00			
City of Danville	Howard K Bell Engineers Steve Caudill 859-2785412	Wastewater Facility Improvements Junction City/Balls Branch Interceptor	3,925,750.00	5007.65	3,930,757.65 0.00	8/20/2007	7/18/2008	95/5
City of Campbellsville	Palmer Engineers Brain Ward 859-744-1218	Contract 02- Sanitary Sewer County	252,534.00	7960	260,494.00 0.00	7/28/2007	11/20/2007	100/0
Gohman Asphalt Prime Contractor KY DOT	Dennis Dixon 502-552-7498	Wilson Road Widening Waterline Relocation	269,000.00		269,000.00 0.00	8/25/2007	10/13/2007	100/0
City of Elizabethtown	City of Elizabethtown Scott Reynolds 270-765-7873	White Oak/Brett Drive Sewer Extension	187,815.00	177660	365,475.00 0.00	11/20/2006	8/16/2007	100/0
Gohman Asphalt Prime Contractor KY DOT	Dennis Dixon 502-552-7498	Meade County By-Pass Waterline Relocation	548,142.50		548,142.50 0.00	4/30/2007	7/14/2007	100/0
City of Bardstown	Strand Associates Eddie Hightower 859-225-8500	Pottershop Pump Station	245,363.00		245,363.00 0.00	12/1/2006	4/30/2007	100/0

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
<i>None</i>			

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement 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).

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of Work</u>
1. <u>None at this time.</u>	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheets if necessary)

7. **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS**

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are **required to submit only the MWDBE Participation Form.** The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the **"MWDBE Participation Form"**, the **"Quote Summary Form"** and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter **"None"** on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts is to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@rsmssc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cvckv.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A			
2.			
3.			
4.			

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

Schroeder Construction Inc.
Company

[Signature]
Company Representative

December 20, 2013
Date

office Manager
Title



LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # _____

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

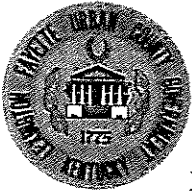
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Schroeder Construction Inc
 Company

[Signature]
 Company Representative

December 20, 2013
 Date

Office Manager
 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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	Bid Package / Bid Date

MWDBE 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
N/A							

(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.

Schroeder Construction Inc.
Company

December 20, 2013
Date

[Signature]
Company Representative
office Manager
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
N/A							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Schroeder Construction Inc.
 Company

December 20, 2013
 Date

[Signature]
 Company Representative

Office Manager
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

_____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

X Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation. *Please See Attachment letter -*

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

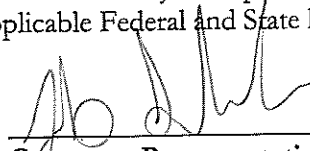
The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Schroeder Construction Inc.

Company

December 20, 2013

Date



Company Representative

Office Manager

Title

Schroeder Construction, Inc.

616 Pear Orchard Road NW
Elizabethtown, KY 42701
Bus (270) 737-7717
Fax 866-892-1965

LFUCG
Expansion Area 2A Waste Water System Improvements
Contract 3 - Gravity Sewer Connections
Bid No. 153-2013
RE: WBE/MBE Compliance

Schroeder Construction Inc. is a 51% woman owned business. I, Judith Schroeder, do own 51% of the business; I function as President of the business and participate daily with all functions of the business.

In regards to the above mentioned project, I will be constantly aware of the progress of the work and should sub-contractors become necessary, I will do everything possible to assure that other MBE WBE DBE participation is solicited and utilized where it is feasible.

Sincerely,



Judith Schroeder, President
Schroeder Construction, Inc.

Schroeder Construction Inc.

616 Pear Orchard Rd N.W.
Elizabethtown, Kentucky 42701
Phone: (270) 737-7717
Fax: 866-892-1965
December 12 2013

Schroeder Construction Incorporated of Elizabethtown is attempting to acquire MBE, WBE, DBE subcontractors for the following fields. For the City of Lexington, KY

For the Expansion Area 2A waste water system improvements, contract 3 gravity sewer connections that bids on December 16th 2013 at 2 p.m. Eastern Standard Time

- Materials, including pipe fittings
- Stone Bedding
- Blasting
- Dirt Restoration and Seeding
- Erosion Control
- Blacktop Restoration
- Underground utilities
- Boring companies
- Metal fabrication - Welding

Interested Bidders are asked to please send quotes to fax or email

Thank You

Jacob Schroeder
Office Manager
Schroeder Construction Inc.
Phone – 270-737-7717
Fax – 866-892-1965
Email – Scijacob@gmail.com

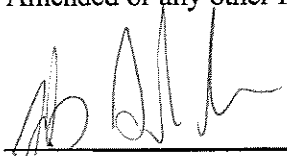
8. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST

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 90 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 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.

Schroeder Construction Inc.
Company

10-20-13
Date


Representative

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Please See Attachment C -

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

Judith Schroeder

128 Bewley Hollow Road
Elizabethtown, Kentucky 42701
Phone: (270) 268-5515

Employment: Schroeder Construction Inc.
616 Pear Orchard Road
Elizabethtown, Kentucky
February 3, 1984 to present

President

- . 51% Owner, Chief officer
- . Board of Directors
- . Manage general business and affairs of the corporation
- . Ensure compliance of all federal, state and local agencies as related to the operation of Schroeder Construction Inc.
- . Maintain contact with superintendent and foreman to ensure quality of workmanship, safety and materials
- . Oversee financial and clerical obligations

Partnered with Ralph R. Schroeder, October, 1969 to organize and operate Schroeder Trenching Company until business was incorporated February 3, 1984.

Clerical, financial, estimator, bids

Education: Graduate - Our Lady of Providence, Clarksville, Indiana
General Education Diploma, 1959

References: Faye Miller (859) 361-3602
386 Patchen Drive
Lexington, Kentucky 40517

Jenny Pope (270) 737-6152
202 N. Coldcreek Ct.
Elizabethtown, Kentucky 42701

Ralph Schroeder

128 Bewley Hollow Road
Elizabethtown, Kentucky 42701
Phone: (270) 268-5514

Employment: Schroeder Construction Inc.
616 Pear Orchard Road NW
Elizabethtown, Kentucky
February 3, 1984 to present

President

- . 49% Owner, Chief officer
- . Board of Directors
- . Advise regarding general business operations of the corporation
- . Ensure compliance of all federal, state and local agencies as related to the operation of Schroeder Construction Inc.
- . Maintain contact with superintendent and foreman to ensure quality of workmanship, safety and materials

Partnered with Judith M. Schroeder, October, 1969 to organize and operate Schroeder Trenching Company until business was incorporated February 3, 1984.

Laborer, operator, foreman, superintendent, estimator, bids

Education: Graduate - Our Lady of Providence, Clarksville, Indiana
General Education Diploma, 1958

References: Faye Miller (859) 361-3602
386 Patchen Drive
Lexington, Kentucky 40517

Charles Peden (859) 361-3604
2525 Harrodsburg Rd., Ste. 300
Lexington, Kentucky 40504

Douglas Schroeder

Employment

Schroeder Construction Inc.
616 Pear Orchard Rd NW
Elizabethtown, KY 42701

06/01/1983 to present

Secretary

- Chief officer 10-6-2002
Final approval on procurement of all fixed assets
Chief Bidder for all jobs
Multi-Project manager (maintain the responsibilities as listed below on multiple jobs with no cap in place)
- Superintendent 9-15-1995
Chief Bidder on jobs under \$2,000,000/each
Project manager (maintain the responsibilities as listed below on multiple jobs up to 7 million dollars)
Ensure compliance with all related local, state, and federal agencies related to the operations of Schroeder Construction Inc.
- Foreman 10-1983
Oversee daily operations of project to meet deadlines and insure quality of construction.
Ordering materials to insure top quality while being cost effective.
Scheduling workforce and equipment to balance the needs of several jobs running concurrently.
Hiring and training of all construction employees.

Education

1983 East Hardin High School Glendale, Kentucky

General Education Diploma

References

- Ricky Crain – Rokit Trucking 270-765-2825
800 south Park Road
Elizabethtown, KY 42701
- Terry McCauley - Water Works Supply 502-599-4140
Jeffersonville, IN 47131
- Darrell McKinney – McKinney Electrical 270-766-2694
3521 Hutcherson Lane
Elizabethtown, KY 42701

Professional memberships

Kentucky Blasters License
Hardin County Home Builders Association

10. 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.

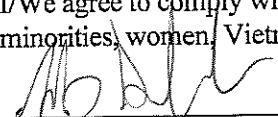
Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

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



Schroeder Construction Inc.

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.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR'		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Signature of Prime Contractor		Date
Print Name		Title
Signature of Subcontractor		Date
Print Name		Title

'Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

The following subcontractors ¹ will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

The following subcontractors ¹ will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor

Date

Print Name

Title

BID/PROPOSAL NO. Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.	PROJECT NAME
---	---------------------



Environmental
Protection Agency

DISADVANTAGED BUSINESS
ENTERPRISE PARTICIPATION POLICY

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

PROJECT NAME: Expansion Area 2A,
Wastewater System Improvements,
Contract 3 – Gravity Sewer
Connections, Lexington-Fayette County Government
Bjd No. 153-2013

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

BID DATE: December 16, 2013

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

Prime Contractor's Name: Schroeder Construction Inc.
Contact Person: Jacob Schroeder
Address: 1011 Pear Orchard Rd New Etown Ky 42701
Phone: 270-737-7717
Cell Phone: 270-312-79104
Email: scijacob@gmail.com
*Total Contract Amount: _____

2. Total dollar amount/percent of contract of MBE participation: 0

3. Total dollar amount/percent of contract of WBE participation: 0 sub. 100% self WBE

4. Are certifications* for each MBE/WBE/DBE subcontractor enclosed; if no, please explain: None used. Yes No

5. Are MBE/WBE/DBE subcontracts or letters of intent signed by both parties enclosed; if no, please explain: None used. Yes No

6. List of MBE Subcontractors:

Name: _____
Contact Person: _____
Address: _____

Phone: _____
Cell Phone: _____
Email: _____
Type of Contract: _____
Work to be Done: _____
Amount: _____

7. **List of WBE Subcontractors:**

Name: _____
Contact Person: _____
Address: _____
Phone: _____
Cell Phone: _____
Email: _____
Type of Contract: _____
Work to be Done: _____
Amount: _____

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.

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.ky.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 and 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 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.

D.J. S. [Signature]
Signature

Doug Schroeder Secretary/owner
Print name and title

December 20, 2013
Date

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Schroeder Construction 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.

12. WORKFORCE ANALYSIS FORM

Name of Organization: Schroeder Construction Inc. Date: Dec. 130 / 2013

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	2	1	1					1	1
Professionals	1	1						1	
Superintendents	1	1						1	
Supervisors	1	1						1	
Foremen	1	1						1	
Technicians	0							0	
Protective Service	0							0	
Para-Professionals	0							0	
Office/Clerical	2	1	1					1	1
Skilled Craft	1	1						1	
Service/Maintenance	1	1						1	
Total:	10								

Prepared By: Jacob Schroeder

Bid No. 153-2013

13. EVIDENCE OF INSURABILITY

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

Names Insured: Schroeder Construction Inc. Employee ID: 161-1055898
 Address: 1611 Pear Orchard Rd Newstown Ky 40101 Phone: 510-787-7717

Project to be insured: Expansion Area Sewer/Water System Improvements
Contracts - Gravity Sewer Connections LFUCP

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-3, Section 2, Part 4.1 - see provisions	CGGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ <u>See certificate attached</u>			
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$ <u>for coverage provided</u>			
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/ endorsement as noted	\$			

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.

Becky Wallace Name of Authorized Representative
Becky Wallace Title
Account Executive Authorized Signature
Franklin IN 37067 City State Zip
12-17-2013 Date
615-301-2500 Telephone Number

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

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

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
12/17/2013

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

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

PRODUCER Neace Lukens - Nashville/ Assured NL Insurance Agency Inc 3000 Meridian Blvd., Suite 100 Franklin, TN 37067	CONTACT NAME: Becky Wallace	
	PHONE (A/C, No, Ext): (615) 301-2500 2516 FAX (A/C, No): (615) 301-2597 E-MAIL ADDRESS: becky.wallace@neacelukens.com	
INSURED Schroeder Construction, Inc. 616 Pear Orchard Rd. Elizabethtown, KY 42701	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Trust Insurance Company	20141
	INSURER B: Kentucky Associated General Contractors	
	INSURER C: AGCS Marine Insurance Company	22837
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CPP0016765	5/29/2013	5/29/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY		CA0024376	5/29/2013	5/29/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	UMB0016845	5/29/2013	5/29/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		18064	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 4,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 4,000,000
						E.L. DISEASE - POLICY LIMIT \$ 4,000,000
C	Installation Floater		MZI93050609	5/29/2013	5/29/2014	250,000
C	Equipment Floater		MZI93050609	5/29/2013	5/29/2014	Leased/Rented Equip 30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Bid No.153-2013 Expansion Area 2A Wastewater System Improvements - Contract 3 - Gravity Sewer Connections LFUGG

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
Office of the Director of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

14. DEBARRED FIRMS

PROJECT NAME: Expansion Area 2A Wastewater System Improvements
Contract 3 Gravity Sewer Connections LFUCG
BID NUMBER: 153-2013

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

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

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

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

Schroeder Construction Inc.
Name of Firm Submitting Bid

D. S. L.
Signature of Authorized Official

Secretary/owner
Title

December 20, 2013
Date

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: Schroeder Construction Inc.

Project: Expansion Area 2A Wastewater System Improvements
Contract 3 - Gravity Sewer Connections

Printed Name and Title of Authorized Representative:

Doug Schroeder
Secretary/owner

Signature:

Dg Sh

Date:

December 30, 2013

15. EPA Form 5700-49

**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.

Doug Schroeder Secretary/owner
Typed Name & Title of Authorized Representative

Dg Sph
Signature of Authorized Representative

December 20, 2013
Date

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

16. 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.

Doug Schroeder Secretary/owner
Typed Name & Title of Authorized Representative

Dy 5/1/13
Signature of Authorized Representative

December 29, 2013
Date

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

17. ITEMS TO BE SUBMITTED IN BID PACKAGE

The following documents are attached to and made a condition of this bid:

- FORM OF PROPOSAL (P-1 THRU P-13)
- STATEMENT OF BIDDER'S QUALIFICATIONS (P-14 THRU P-16)
- LIST OF PROPOSED SUBCONTRACTORS (P-17)
- AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST (P-18)
- STATEMENT OF EXPERIENCE (P-19 THRU P-20)
- EQUAL OPPORTUNITY AGREEMENT (P-21 THRU P-23)
- EPA FORM 6100-3 (P-24)
- EPA FORM 6100-4 (P-26)
- DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION POLICY (P-28 THRU P-31)
- EQUAL OPPORTUNITY AFFIRMATIVE ACTION POLICY (P-32)
- ° WORKFORCE ANALYSIS (P-33)
- EVIDENCE OF INSURABILITY FORM (P-34)
- DEBARRED FIRMS (P-35)
- DEBARRMENT CERTIFICATION (P-36)
- EPA FORM 5700-49 (P-37)
- CERTIFICATION REGARDING LOBBYING (P-38)
- BID BOND WITH POWER OF ATTORNEY

END OF SECTION



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Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schroeder Construction, Inc.
616 Pear Orchard Road NW
Elizabethtown, Kentucky 42701

SURETY:

(Name, legal status and principal place of business)

National American Insurance Company
1010 Marvel Avenue
Chandler, Oklahoma 74834

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507

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

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

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

PROJECT:

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

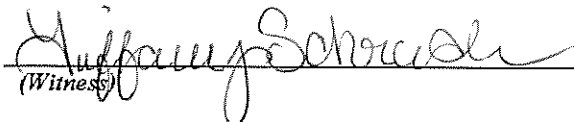
Expansion Area 2A Wastewater System Improvements Contract 3 - Gravity Sewer Connections
Bid No. 153-2013
Lexington, Kentucky

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

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

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

Signed and sealed this _____ Sixteenth 20th day of December, 2013


(Witness)

Schroeder Construction, Inc.

(Principal)


(Title)

Office Manager

(Seal)


(Witness) Rebecca R. Wallace, Account Executive

National American Insurance Company

(Surety)



(Title) Pamela D. Puskarich, Attorney-in-Fact

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Bond
Number CBB 37181

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

James L. Noe, III; Craig M. Whitlow; Lisa K. Wilson; Pamela D. Puskarich; Mary Beth Milling; Nancy Nemece; Tiffany Gobich; Sarah Spriggs; Tammy Masterson; Shannon Hord; Rebecca R. Wallace

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The authority of said Attorney-in-fact to bind the company shall not exceed \$3,000,000 for any single bond.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY



W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2011, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 18, 2014
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 16th day of December, 2013



Joyce M. Seitz

Joyce M. Seitz, Assistant Secretary