

INVITATION TO BID

Bid Invitation Number: 45-2012

Date of Issue: 03/28/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on 04/13/2012. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing  
200 East Main Street, Rm 338  
Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 575 Byrd Thurman, Lexington, KY

Bid Security Required:  Yes  No      Performance Bond Required:  Yes  No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

|  |
|--|
| <b>Commodity/Service</b>                               |
| <b>Renovation of Restrooms for Police Headquarters</b> |
| See specifications.                                    |

|   |   |
|---|---|
| <p align="center"><b>Check One:</b></p> <input type="checkbox"/> Bid Specifications Met<br><input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>  | <p align="center"><b>Proposed Delivery:</b></p> <p align="center">90 days after acceptance of bid.<br/><i>Per Floor</i></p> |
| <p><b>Procurement Card Usage</b></p> <input type="checkbox"/> Yes    The Lexington-Fayette Urban County Government will be using Procurement Cards to<br><input type="checkbox"/> No      purchase goods and services and also to make payments. Will you accept Procurement Cards? |   |

Submitted by: THE WAGNER COMPANY  
 Firm  
860 SPARTA COURT.  
 Address  
LEXINGTON, KY 40504  
 City, State & Zip

**Bid must be signed:**  
 (original signature)  
*[Signature]*  
 Signature of Authorized Company Representative - Title  
JOHN A. WAGNER, PRESIDENT  
 Representative's Name (Typed or printed)  
859-255-3389 / 859-255-3380  
 Area Code - Phone - Extension      Fax #  
thewagnerco@Aol.com  
 E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.  
2 of 22

AFFIDAVIT

Comes the Affiant, THE WAGNER Company, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is JOHN A. WAGNER, PRES and he/she is the individual submitting the bid or is the authorized representative of

THE WAGNER COMPANY

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.

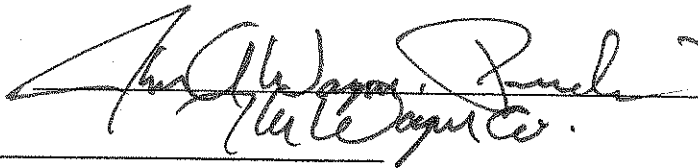
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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 "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.



STATE OF KENTUCKY

COUNTY OF FAYETTE

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

by JOHN A. WAGNER on this the 18TH day of APRIL, 2012.

My Commission expires: July 21, 2014

Deane P. Lovensola # 424299  
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

Bid Schedule

|  |                                |
|--|--------------------------------|
| Lump Sum (all inclusive) 1st Floor Restrooms | \$ <u>55,881.<sup>00</sup></u> |
| Lump Sum (all inclusive) 3rd Floor Restrooms | \$ <u>55,881.<sup>00</sup></u> |

Pre-bid conference will be held on-site April 4, 2012, 1:00 pm. Questions on bidding should be directed to Sondra Stone, Division of Central Purchasing, 859.258.3320.

It is the intent of LFUCG to have renovation performed on men's and women's restrooms on both 1st and 3rd floors. If the cost of renovating both floors is over \$50,000, a 100% P&P bond will be required. However, LFUCG reserves the right to only renovate restrooms on one floor. If the cost of one floor renovation is under \$50,000, a P&P bond will not be required.

- \* EXCEPTIONS TO SPECIFICATIONS: BID # 45-2012, RENOVATION OF RESTROOMS FOR POLICE HQ
1. Floor tile selected, 20"x20" will not properly slope to drain
  2. OWNER will supply use of utilities, fuel, parking, site storage at no cost to contractor
  3. This proposal does not include Sprinkler, Fire Alarm, Communications, Security, Automatic Door Operator Rework.
  4. 100% Payment AND Performance Bond Cost of \$1514.<sup>00</sup> is included in this Proposal
  5. Voluntary Alternate No. 1 - DEDUCT \$350 per floor if STANDARD Solid Surface Color IS SELECTED.



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

ADDENDUM #1

Bid Number: 45-2012

Date: April 6, 2012


Subject: Renovation of Restrooms for Police Headquarters

Please address inquiries to:  
Sondra Stone, Buyer  
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

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

- 1) Contractor shall be able to place dumpster in back of building by loading dock.
- 2) Save and re-use mirror.
- 3) Sink should be undermount.
- 4) Relocate partition urinals and wall 8" to the right of original position (see revised plan A-1).
- 5) Install HVAC air supply and exhaust fan, match existing.
- 6) Revised plan A-1 attached.
- 7) Pre-bid sign-in sheet attached.

  
Brian Marcum

Brian Marcum, 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:

THE WAGNER COMPANY

ADDRESS:

860 SPARTA CT, LEXINGTON, KY 40504

SIGNATURE OF BIDDER:





Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

ADDENDUM #2

Bid Number: 45-2012

Date: April 9, 2012

Subject: Renovation of Restrooms for Police Headquarters

Please address inquiries to:  
Sondra Stone, Buyer  
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

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

- 1) The bid opening has been extended to April 18, 2012, 2:00 pm.
- 2) A final addendum and revised floor plan will follow.

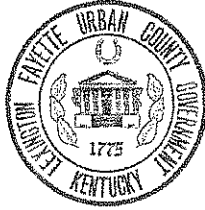
Brian Marcum, Director  
Division of Central Purchasing

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: The Wagner Company

ADDRESS: 860 Sparta Ct Lexington, Ky 40504

SIGNATURE OF BIDDER: [Handwritten Signature]



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #3**

Bid Number: 45-2012

Date: April 12, 2012

Subject: Renovation of Restrooms for Police Headquarters

Please address inquiries to:  
Sondra Stone, Buyer  
(859) 258-3324

**TO ALL PROSPECTIVE BIDDERS:**

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

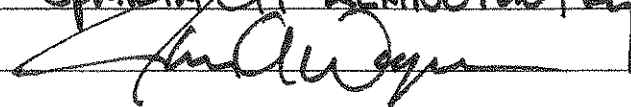
- 1) Core drilling of new waste line locations for urinals will be determined after walls are opened up.
- 2) Existing restroom entrance doors are not to be replaced or repainted.
- 3) Debris removal will not require bagging and/or covered trash carts.
- 4) Parking spaces will be designed to this project.
- 5) The project has no required days to finish, start date or penalty clause.
- 6) Contractor should provide ID badges to workers.
- 7) Three HC grab bars for new HC toilets are required per Building Inspection.
- 8) Drywall behind wall tile shall be 5/8" green board.
- 9) Equal items should be cleared by owner before purchasing.
- 10) Paint shall be Porter paint, eggshell finish, see New Work Ledger for clarification.

11) The bid opening has been extended to April 19, 2012, 2:00 pm.

12) Revised Plan is attached.

  
\_\_\_\_\_  
Brian Marcum, 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.

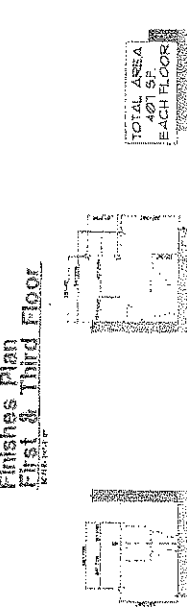
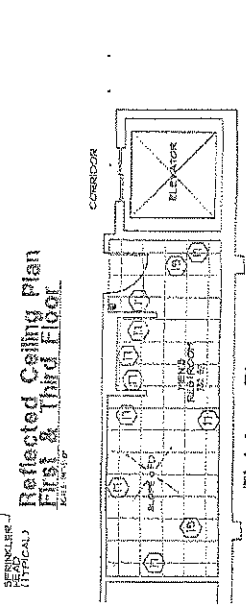
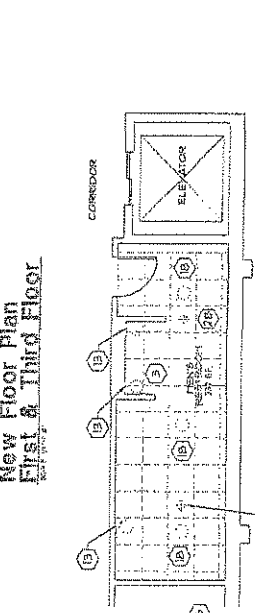
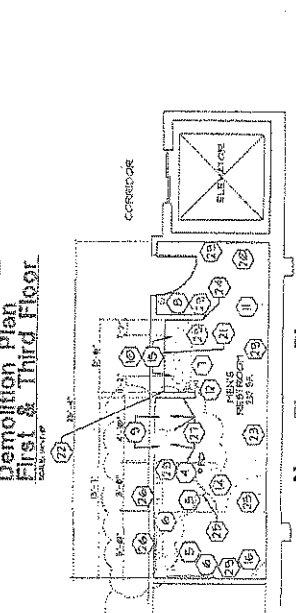
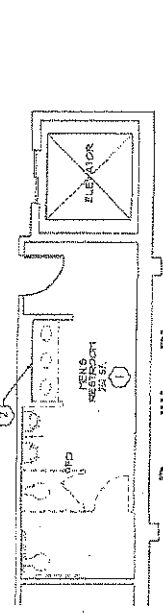
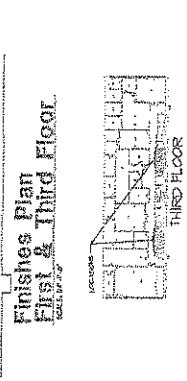
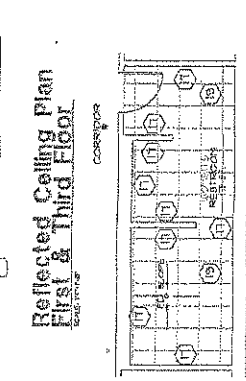
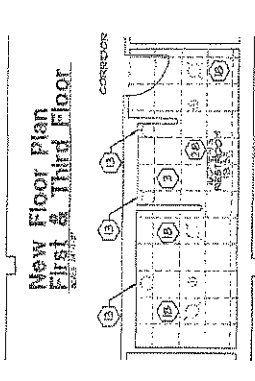
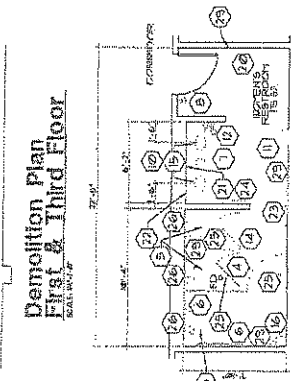
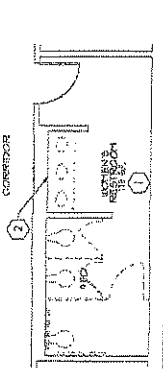
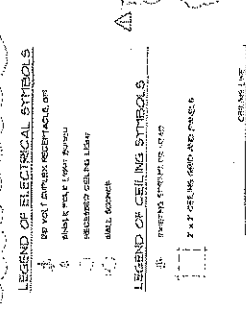
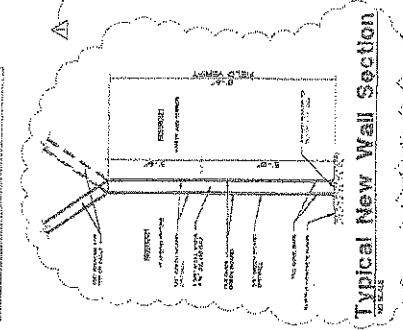
COMPANY NAME: THE WAGNER COMPANY  
ADDRESS: 860 SPARTAN CT, LEXINGTON, KY 40504  
SIGNATURE OF BIDDER: 



| NO. | COMMENTS   |
|-----|--|
| 1   | REMOVE EXISTING RESTROOM FIXTURES AND REINSTALL NEW RESTROOM FIXTURES AS SHOWN ON THESE FLOOR PLANS. |
| 2   | REMOVE EXISTING RESTROOM FIXTURES AND REINSTALL NEW RESTROOM FIXTURES AS SHOWN ON THESE FLOOR PLANS. |
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**GENERAL NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
4. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
6. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
8. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
10. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



TOTAL AREA  
 421 SF  
 EACH FLOOR



# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

The Wagner Company  
860 Sparta Court  
Lexington, KY 40504

**SURETY:**

(Name, legal status and principal place of business)

Lexon Insurance Company  
10002 Shelbyville Rd., Suite 100  
Louisville, KY 40223

**OWNER:**

(Name, legal status and address) Lexington Fayette Urban County Government  
Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY

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

( \$ 5% of Bid )

**PROJECT:**

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

Renovation of Restrooms for Police Headquarters - Project No. 45-2012

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

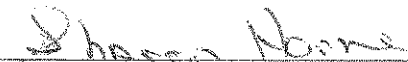
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

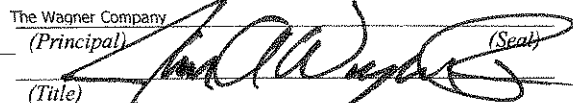
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

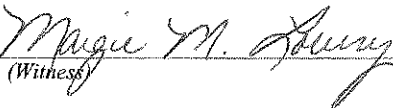
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

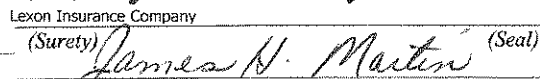
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 13th day of April 2012

  
(Witness)

The Wagner Company  
(Principal)  (Seal)  
(Title)

  
(Witness)

Lexon Insurance Company  
(Surety)  (Seal)  
(Title) James H. Martin  
Attorney-in-Fact

Init.

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POWER OF ATTORNEY

LX - 107070

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra F. Harper, \*\*\*\*

Myrtie F. Henry, Virginia E. Woolridge, Deborah Neichter, Jill Kemp, Jackie C. Koestel, Sheryon Quinn, Dawson West, Bonnie J. Wortham, Amy Meredith, Lynnette Long \*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

OFFICIAL SEAL MAUREEN K. AYE Notary Public, State of Illinois My Commission Expires 09/21/13

[Signature] Maureen K. Aye Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Woodridge, Illinois this 13th Day of April, 2012.



[Signature] Philip G. Lauer Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.