

PART III

Invitation to Bid No. 62-2015

Masterson Station Park Restroom Building

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 5-15-15

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

This Proposal Submitted by Schreier Contracting LLC
1068 Woodland, Lawrenceburg KY 40342
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, doing business as Schreier Contracting LLC, "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 Masterson Station Park Restroom Building having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 5-11-15

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.

PART III

Invitation to Bid No. 62-2015

Masterson Station Park Restroom Building

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 5-15-15

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

This Proposal Submitted by Schaefer Contracting LLC
1068 Moreland, Lawrenceburg, KY 40342
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, doing business as Schaefer Contracting LLC, "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 Masterson Station Park Restroom Building 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.

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The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 5-11-15

Addendum No. Date

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

2. **LEGAL STATUS OF BIDDER**

Bidder Schaefer Contracting LLC

Date 5-15-15

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

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

1068 Macland, Lawrenceburg KY 40382

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

~~FRED SCHAEFER~~

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

4. BID SCHEDULE - SCHEDULE OF VALUES

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

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 non-responsive. If a lump sum total price is illegible or is omitted, the bid may be determined non-responsive.

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.

| Item No. | Description w/Unit Bid Price Written in Words | Unit | Total Bid Amount |
|----------|--|------|------------------|
| 1. | Construction of Restroom Building as per specs for Dollars Cents | LS | \$ _____ |
| 2. | Rock excavation and replacement with satisfactory soil material as per Geotechnical Report Dollars Cents | CY | \$ _____ |
| 3. | Removal of unsatisfactory soil and replacement with satisfactory soil material as per Geotechnical Report Dollars Cents | CY | \$ _____ |

Submitted by:

Schafer Contracting LLC

Firm

1068 Macland

Address

Lawrenceburg Ky 40342

City, State & Zip

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

Leigh A. Schaefer

Signature of Authorized Company Representative – Title

LEIGH SCHAEFER

Representative/s Name (Typed or Printed)

502 680-1047

Area Code – Phone – Extension

502 839-6169

Fax #

SCHAEFER CONTRACTING@gmail.com

E-Mail Address

OFFICIAL ADDRESS:

1068 Macland Lawrenceburg Ky 40342

(Seal if Bid is by Corporation)

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

5. **STATEMENT OF BIDDER'S QUALIFICATIONS**

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

- 1. Name of Bidder: Schafer Contracting LLC
- 2. Permanent Place of Business: 1068 Mackland, Lawrenceburg Ky 40342
- 3. When Organized: Schafer Properties LLC in 1990
- 4. Where Incorporated: KY
- 5. Construction Plant and Equipment Available for this Project:
Bobcat 753

(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:

USI (Surety)

Signed: Pam Carter (Representative of Surety)

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

| <u>NAME</u> | <u>LOCATION</u> | <u>CONTRACT SUM</u> |
|----------------|-----------------|---------------------|
| Marlboro Park | LFUCG | |
| Coolman Park | LFUCG | |
| South End Park | LFUCG | |
| Highlands Park | LFUCG | |
| Uttinburn Park | LFUCG | |

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

| <u>NAME</u> | <u>LOCATION</u> | <u>CONTRACT SUM</u> |
|--------------------|-----------------|---------------------|
| Arboretum Restroom | UK Arboretum | \$106,000 |
| | | |
| | | |
| | | |

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> |
|---------------|-----------------------------|---------------------------------|
| Joel Schaffer | | |
| | | |
| | | |
| | | |

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> |
|--|--|------------|------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(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 Yes/No</u> | <u>% of Work</u> |
|---|-----------------------------|--------------------------|-------------------------|
| 1. <u>Electrical</u> | Name: <u>DIXON</u> | _____ | _____ |
| | Address: _____ | | |
| 2. <u>Plumbing</u> | Name: <u>BOONE</u> | _____ | _____ |
| | Address: _____ | | |
| 3. <u>Roofing</u> | Name: <u>BSR</u> | _____ | _____ |
| | Address: _____ | | |
| 4. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |
| 5. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |
| 6. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |
| 7. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |

(Attach additional sheet(s) if necessary.)

4. BID SCHEDULE – SCHEDULE OF VALUES

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

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The LFUCG's decision on the bid amount is final.

| Item No. | Description w/Unit Bid Price Written in Words | Unit | Total Bid Amount |
|----------|---|------|------------------------------------|
| 1. | Construction of Restroom Building as per specs for <i>One hundred ninety nine, nine hundred</i> Dollars <i>ninety nine dollars</i> Cents | LS | \$ <u>169,999</u> |
| 2. | Rock excavation and replacement with satisfactory soil material as per Geotechnical Report _____ Dollars Cents | CY | \$ <u>1500.⁰⁰</u> |
| 3. | Removal of unsatisfactory soil and replacement with satisfactory soil material as per Geotechnical Report _____ Dollars _____ Cents | CY | \$ <u>1500.⁰⁰</u> |
| 4. | Alternate Deduct. Replace metal sheeting roof with asphalt shingles per Addendum #1 deduct <i>Five thousand dollars</i> Dollars and _____ Cents | LS | (\$ <u>5,000</u>) <i>5,000</i> |

Plumbed 5' out P-6
Electrical 5' out

3. Pre-bid sign-in sheet is attached.



Todd Slatin, 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: Schaefer Contracting LLC
ADDRESS: 1068 Macdonald Lane, Lawrenceburg KY 40342
SIGNATURE OF BIDDER: [Handwritten Signature]

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, Leigh A. Schaefer
Schaefer Contracting, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Leigh A. Schaefer and he/she is the individual submitting the bid or is the authorized representative of Schaefer Contracting, 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.

Leigh A. Schaefer - President
(Affiant)

STATE OF Kentucky
COUNTY OF Anderson

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

Leigh A. Schaefer on this the May day of 15th, 20 15.

My Commission expires: 10-5-16

Jan Sexton
NOTARY PUBLIC, STATE AT LARGE

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Schaefer Contracting, LLC
1068 Macland Drive, Lawrenceburg, KY 40342

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company
62 Maple Avenue, Keene, NH 03431

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto Lexington Fayette Urban County Government
200 East Main Street, Lexington, KY 40507

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ _____ 5% _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Masterson Station Park Restroom Building

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 18th day of May, 2015

Schaefer Contracting, LLC

(Principal)

(Seal)

(Witness)

By:

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Witness)

By:

Attorney-in-Fact Pamela S. Canter

(Title)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Pamela S. Canter of the city of Louisville, state of KY, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Schaefer Contracting, LLC

Obligee Name: Lexington Fayette Urban County Government

Surety Bond Number: Bld Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of May, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Schaefer Contracting, LLC

1068 Macland Drive, Lawrenceburg, KY 40342

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company

62 Maple Avenue, Keene, NH 03431

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto Lexington Fayette Urban County Government

200 East Main Street, Lexington, KY 40507

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Masterson Station Park Restroom Building

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 18th day of May, 2015

Schaefer Contracting, LLC

(Principal)

(Seal)

(Witness)

By: _____

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Witness)

By: _____

Attorney-in-Fact Pamela S. Canter

(Title)

