

PART III

Invitation to Bid No. 15-2016

CROSS KEYS PARK POND IMPROVEMENTS

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 3/24/16

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

This Proposal Submitted by BMC Contracting, LLC
481 ADENA DRIVE / PO BOX 450 MT STERLING, KY
(Name and Address of Bidding Contractor) 40353

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, 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 **Cross Keys Park Pond Improvements** 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 \$500.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

- Addendum No. 1 Date 3/18/16
- Addendum No. 2 Date 3/18/16
- Addendum No. Date
- Addendum No. Date
- Addendum No. Date
- Addendum No. Date
- Addendum No. Date
- Addendum No. Date

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

2. LEGAL STATUS OF BIDDER

Bidder BMC Contracting, LLC

Date 3/24/16

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

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

Patrick Bonfield
201 Victoria Lane Mt. Sterling, Ky 40353

Dennis Bonfield
321 W. Main St. Mt. Sterling, Ky 40353

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

Patrick Bonfield

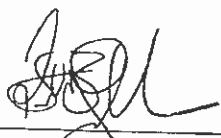
*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. BIDDERS AFFIDAVIT

Comes the Affiant, Patrick Bonfield, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Patrick Bonfield and he/she is the individual submitting the bid or is the authorized representative of BMC Contracting, LLC, the entity submitting the bid (hereinafter referred to as "Bidder").
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

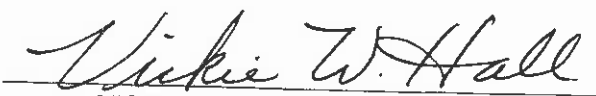
Further, Affiant sayeth naught.


(Affiant)

STATE OF Kentucky
COUNTY OF Montgomery

The foregoing instrument was subscribed, sworn to and acknowledged before me by Patrick Bonfield on this the 24th day of March, 2016.

My Commission expires: 10-26-17

 ID 499218
NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES

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

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.

Item No.	Description w/Unit Bid Price Written in Words	Unit	Quantity	Unit Price	Total Bid Amount
1.	General Conditions and Mobilization <u>THREE THOUSAND, THREE HUNDRED & FIFTY</u> Dollars Cents	LS	1	\$ <u>3,350.00</u>	\$ <u>3,350.00</u>
2.	Erosion Control Measures <u>TWELVE THOUSAND</u> Dollars Cents	LS	1	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
3.	Demolition, Clearing, and Grubbing <u>EIGHT THOUSAND, SIX HUNDRED</u> Dollars Cents	LS	1	\$ <u>8,600.00</u>	\$ <u>8,600.00</u>
4.	Invasive Species Removal and Treatment <u>THREE THOUSAND, FIVE HUNDRED</u> Dollars Cents	LS	1	\$ <u>3,500.00</u>	\$ <u>3,500.00</u>

Item No.	Description w/Unit Bid Price Written in Words	Unit	Quantity	Unit Price	Total Bid Amount
5.	Earthworks <u>Twenty ONE THOUSAND</u> Dollars Cents	LS	1	\$ <u>21,000.00</u>	\$ <u>21,000.00</u>
6.	Clay Liner for Forebay <u>THIRTY THREE &</u> Dollars <u>THIRTY THREE</u> Cents	CY	300	\$ <u>33.33</u>	\$ <u>9,999.00</u>
7.	Dewatering and ByPass Pumping <u>SIX THOUSAND, FIVE</u> <u>HUNDRED</u> Dollars Cents	LS	1	\$ <u>6,500.00</u>	\$ <u>6,500.00</u>
8.	DGA Stone Base <u>Twenty THREE</u> Dollars Cents	Ton	760	\$ <u>23.00</u>	\$ <u>17,480.00</u>
9.	No. 2 Stone <u>Twenty FOUR</u> Dollars Cents	Ton	45	\$ <u>24.00</u>	\$ <u>1,080.00</u>
10.	No 57 Stone <u>Twenty FOUR</u> Dollars Cents	Ton	20	\$ <u>24.00</u>	\$ <u>480.00</u>
11.	Class III Channel Lining <u>Twenty NINE</u> Dollars Cents	Ton	1,000	\$ <u>29.00</u>	\$ <u>29,000.00</u>
12.	Irregular Boulder Blocks <u>ONE HUNDRED</u> Dollars Cents	Ton	36	\$ <u>100.00</u>	\$ <u>3,600.00</u>
13.	Bituminous Base <u>ONE HUNDRED, TEN</u> Dollars Cents	Ton	250	\$ <u>110.00</u>	\$ <u>27,500.00</u>
14.	Bituminous Surface <u>ONE HUNDRED, TEN</u> Dollars Cents	Ton	250	\$ <u>110.00</u>	\$ <u>27,500.00</u>
15.	Standard Grass Seeding <u>Two THOUSAND, NINE</u> <u>HUNDRED & ELEVEN</u> Dollars Cents	Acre	3	\$ <u>2,911.00</u>	\$ <u>8,733.00</u>

Item No.	Description w/Unit Bid Price Written in Words	Unit	Quantity	Unit Price	Total Bid Amount
16.	Native Grass Seeding <u>TWO THOUSAND SEVENTY NINE</u> Dollars Cents	Acre	2.6	\$ <u>2,079.00</u>	\$ <u>5,405.40</u>
17.	Native Wildflower Seeding <u>TWO THOUSAND TWO HUNDRED & NINETEEN</u> Dollars Cents	Acre	0.6	\$ <u>2,219.00</u>	\$ <u>1,331.40</u>
18.	Temporary Seeding <u>ONE THOUSAND FOUR HUNDRED & SEVEN</u> Dollars Cents	Acre	3	\$ <u>1,487.00</u>	\$ <u>4,461.00</u>
19.	Island Seeding / Wildflower Planting <u>ONE THOUSAND EIGHT HUNDRED & FIVE</u> Dollars Cents	Acre	0.5	\$ <u>1,805.00</u>	\$ <u>902.50</u>
20.	Shallow Wetland Plants <u>TWO</u> Dollars .15 Cents	EA	2,964	\$ <u>2.15</u>	\$ <u>6,372.60</u>
21.	Deep Wetland Plugs <u>TWO</u> Dollars .15 Cents	EA	120	\$ <u>2.15</u>	\$ <u>258.00</u>
22.	Trees <u>FIFTY THREE</u> Dollars Cents	EA	30	\$ <u>53.00</u>	\$ <u>1,590.00</u>
23.	Safety Fence <u>TWO</u> Dollars .10 Cents	LF	2,500	\$ <u>2.10</u>	\$ <u>5,250.00</u>
24.	Filter Fabric <u>ONE</u> Dollars .16 Cents	SqYd	1,000	\$ <u>1.60</u>	\$ <u>1,600.00</u>
25.	Erosion Control Blanket Dollars .75 Cents	SqYd	2,500	\$ <u>.75</u>	\$ <u>1,875.00</u>
26.	Bubbler Unit <u>TWELVE THOUSAND</u> Dollars Cents	LS	1	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>

Item No.	Description w/Unit Bid Price Written in Words	Unit	Quantity	Unit Price	Total Bid Amount
27.	Project Sign <u>FIVE HUNDRED</u> Dollars Cents	LS	1	\$ <u>500.00</u>	\$ <u>500.00</u>
28.	Trash Collection Unit <u>ELEVEN THOUSAND</u> Dollars Cents	LS	1	\$ <u>11,000.00</u>	\$ <u>11,000.00</u>
29.	J-Hooks <u>TWO THOUSAND, THREE HUNDRED & TWENTY</u> Dollars Cents	EA	2	\$ <u>2,320.00</u>	\$ <u>4,640.00</u>
30.	Constructed Riffles <u>TWO THOUSAND, THREE HUNDRED & TWENTY</u> Dollars Cents	EA	1	\$ <u>2,320.00</u>	\$ <u>2,320.00</u>
31.	Volunteer Assistance <u>EIGHT HUNDRED</u> Dollars Cents	Day	1	\$ <u>800.00</u>	\$ <u>800.00</u>
32.	Provide Wetland Plants <u>TWO</u> Dollars <u>.15</u> Cents	EA	700	\$ <u>2.15</u>	\$ <u>1,505.00</u>
33.	Backhoe/Extend-a-hoe, extra as directed by Engineer <u>EIGHTY</u> Dollars Cents	HR	10	\$ <u>80.00</u>	\$ <u>800.00</u>
34.	Dump Truck, Single Axle, extra as directed by Engineer <u>EIGHTY</u> Dollars Cents	HR	10	\$ <u>80.00</u>	\$ <u>800.00</u>

TOTAL OF ALL BID PRICES FOR **Cross Keys Park Pond Improvements** (Items 1 through 32) in words and figures. In case of discrepancy, the amount shown in words will govern.

TWO HUNDRED & FORTY THREE THOUSAND, SEVEN HUNDRED & THIRTY TWO & NINETY CENTS (\$ 243,732.90)

Submitted by:

BMC Contracting, LLC
Firm

481 Ardura Drive / Po Box 450
Address

MT STELLINA, KY 40353
City, State & Zip

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


Signature of Authorized Company Representative -- Title

PATRICK BOWFIELD
Representative's Name (Typed or Printed)

859-499-2885 859-499-4364
Area Code - Phone - Extension Fax #

PATRICK@BMCCKY.COM
E-Mail Address

OFFICIAL ADDRESS:

BMC Contracting, LLC

481 Ardura Drive

Po Box 450

MT, Stealing, KY 40353 (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: BMC Contracting, LLC
- 2. Permanent Place of Business: 481 Avenue Duval, MT STELLING, KY 40353
- 3. When Organized: 1996
- 4. Where Incorporated: 1996

5. Construction Plant and Equipment Available for this Project:

CAT 308, CAT 259 D, MAUDIN 1750C
PAVER, CAT CB24 ROLLER, (2) 2015 PETER BILT
DUMP TRUCKS, 2015 PETER BILT ROLL OFF,
6" DIESEL THOMPSON SILENT TRASH PUMP
(SELF PRIMING) CAT CP44 COMPACTOR

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

BOND ATTACHED / INCLUDED LIBERTY MUTUAL
(Surety)

Signed: [Signature] (Representative of Surety)

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



BMC Contracting, LLC
481 Adena Drive
Mt Sterling, Ky 40353
P: 859-499-2885
F: 859-499-4364

RE: Cross Keys Pond Park Improvements

Similar Projects performed by BMC Contracting, LLC (Key Personnel) Reference: Adam Jackson

Scott County

Rogers Gap Stream Restoration

- Planting of native shrubs
- Dec 14 – March 16
- Planting Project Cost - \$135,000
- Contractor: Bluegrass Stream
- Contact Jonathon Charles

Meniffe County

East Fork Indian Creek Stream & Wetland Restoration Project

- Planting of native trees and shrub
- March 16
- Planting Project Cost - \$11,000
- Contractor: Bluegrass Stream
- Contact: Jonathon Charles

Bath County

Salt Lick Stream Restoration Supplemental Planting Project

- Planting of native trees and shrubs April 15
- Cost - \$7,000
- Contractor: Bluegrass Stream
- Contact: Jonathon Charles

Lawrence County

Big Sandy Stream Restoration Project

- Planting of Native trees and shrubs
- Dec. 15 – Feb 16
- Price (Planting) \$225,000
- Contractor: Stream Restoration Specialist
- Contact Josh Brock

Elliott County

Little Sandy Stream Restoration Project

- Planting of Native trees and shrubs

- Dec. 15 – Jan 16
- Price (Planting) \$125,000
- Contractor: Stream Restoration Specialist
- Contact Josh Brock

Casey County

Rush Branch Stream Restoration Project

- Conducted pre construction stream assessments
- Jan. 15 – April 15
- Price (Planting) \$18,000
- Consultant Contractor: Beaver Creek Hydrology
- Contact Case Davis

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
SEE ATTACHED		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
NONE AT PRESENT		

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>
MATT CARTER	OPERATIONS MANAGER	5
PATRICK BOUFFIER	PRESIDENT	20
ADAM JACKSON	ECO/TECH/SPECIALIST	15
MARK REED	FORUMER/OPERATOR	15
JOSH DUFF	SUPERVISOR/OPERATOR	15

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>
<u>None</u>	<u></u>	<u></u>	<u></u>
<u>N/A</u>	<u></u>	<u></u>	<u></u>
<u>N/A</u>	<u></u>	<u></u>	<u></u>
<u>N/A</u>	<u></u>	<u></u>	<u></u>
<u>N/A</u>	<u></u>	<u></u>	<u></u>
<u>N/A</u>	<u></u>	<u></u>	<u></u>
<u>N/A</u>	<u></u>	<u></u>	<u></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</u> <u>Yes/No</u>	% of Work
1. <u>N/A</u>	Name: _____	_____	_____
	Address: _____		
2. <u>N/A</u>	Name: _____	_____	_____
	Address: _____		
3. <u>N/A</u>	Name: _____	_____	_____
	Address: _____		
4. <u>N/A</u>	Name: _____	_____	_____
	Address: _____		
5. <u>N/A</u>	Name: _____	_____	_____
	Address: _____		
6. <u>N/A</u>	Name: _____	_____	_____
	Address: _____		
7. <u>N/A</u>	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)



n/a

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.			
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.

Company

Company Representative

Date

Title



N/A

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.					
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.

Company

Company Representative

Date

Title



N/A

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

(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.

Company

Company Representative

Date

Title



[Handwritten signature]

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

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.

Company

Company Representative

Date

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 MWDBE firms beyond the usual geographic boundaries.
- _____ 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 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.

BMC Contracting, LLC
 Company
3/11/16
 Date



 Company Representative
President
 Title

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 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: MATT CHETEN

POSITION/TITLE: OPERATIONS MANAGER

STATEMENT OF EXPERIENCE: 18+ YEARS SITE REMEDIATION
WORK, Heavy EQUIP. OPERATION, FORMING,
LEAD MAN, OPERATIONS MANAGER

NAME OF INDIVIDUAL: PATRICK BOWFIELD

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: EXPERIENCED SENIOR EXECUTIVE
WITH 15+ YEARS, OPERATIONAL, MARKETING,
BUSINESS LEADERSHIP, DRIVING NEW MARKETS, &
DEVELOPMENT.

NAME OF INDIVIDUAL: ADAM JACKSON

POSITION/TITLE: ECOLOGICAL/TECH/SPECIALIST

STATEMENT OF EXPERIENCE: 7+ years of experience as Water Quality Certification
Section (Section 401) supervisor and project manager with the KY Division
of Water. Training experience in Natural Channel Design classes performed by
Dr. Art Parolla (Univ. of Louisville). Training experience with natural channel
design classes performed by NC State. Installation of native
tree and shrub plantings throughout numerous stream and wetland projects
Performed pre-construction stream assessments prior to stream
restoration projects.

NAME OF INDIVIDUAL: MARK REED

POSITION/TITLE: Foreman / OPERATOR

STATEMENT OF EXPERIENCE: 10 years site Remediation work, Dump Trucks, Heavy Equip. OPERATOR

NAME OF INDIVIDUAL: Rusty Duff

POSITION/TITLE: Supervisor / OPERATOR

STATEMENT OF EXPERIENCE: 30 years site Remediation Experience, Foreman with Const. Heavy Equip. OPERATOR

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.)

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:

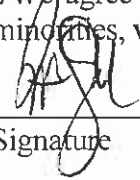
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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.

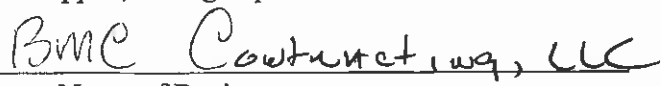
Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

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

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of BMC Contracting, LLC

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: BME Contracting, LLC

Date: 3/24/16

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

Prepared By:  Steve. V.M.

APPROVED COPY

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: _____ Employee ID: _____

Address: _____ Phone: _____

Project to be insured: _____

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	A.M. Best's Rating
SC-3, Section 2, Part 4.1 - see provisions	CGI	\$1,000,000 per occ. And \$2,000,000 aggregate	\$			
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$			
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.

Agency or Brokerage _____ Name of Authorized Representative _____

Street Address _____ Title _____

City _____ State _____ Zip _____ Authorized Signature _____

Telephone Number _____ Date _____

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.

14. DEBARRED FIRMS

N/A

PROJECT NAME: _____

BID NUMBER: _____

**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 _____ 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.

Name of Firm Submitting Bid

Signature of Authorized Official

Title

Date

15. DEBARMENT CERTIFICATION

N/A

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: _____

Project: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

END OF SECTION

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of
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.

BMC Contracting, LLC has been appointed Equal Employment Compliance (EEOC)
Officer and shall be available for counseling, answering of questions in regards to this company policy, and
to hear any complaints of discrimination. The EEOC Office may be reached by calling 859-499-2885.

Signature: _____
(Bidding Contractor)

Title: President

Date: 3/24/16



The Ohio Casualty Insurance Company
BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, BMC Contracting, LLC

of 481 Adena Drive, Mount Sterling, KY 40353
(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Keene, New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto Lexington Fayette Urban County Government

of Fayette County, Kentucky
(hereinafter called the Obligee) in the penal sum of 5%

Dollars _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated 03/24/2016 for Remediation Project at Cross Key's Park, Lexington, Kentucky

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: 3/21/16



BMC Contracting, LLC
(Principal)

By: [Signature]
D. Patrick Bonfield

The Ohio Casualty Insurance Company

By: [Signature] ATTORNEY IN FACT
Kyle Beckham (Attorney-in-Fact)

SUPPLEMENTAL INFORMATION FOR THE BOND SERVICE CENTER

Contractor: BMC Contracting, LLC

Obligee: Lexington Fayette Urban County Government

Contract Description: Remediation Project at Cross Key's Park, Lexington, Kentucky

Estimated Contract Price: _____

Bid Date: March 24, 2016

Completion Time: 120 Days

Liquidated Damages: _____

Maintenance Term: _____

Scope (and Amount) of work to be sublet on this project: _____

Work on Hand (Exclusive of this bid): _____

Remarks: Remediation of pond and wetland area, installation and paving of walking trail and final stabilization.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 6215740

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, Cheryl Thornburg; Eihel Welsh; J. M. Hoffman; Kyle Beckham; Ray A. Robertson

all of the city of MI Sterling, state of KY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 22nd day of July, 2013.



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

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

STATE OF WASHINGTON ss
COUNTY OF KING

On this 22nd day of July, 2013, before me personally appeared Gregory W. Davenport, 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 Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, 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 Gregory W. Davenport, 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, David M. Carey, 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 _____ day of _____, 20_____.



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

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: _____

Principal: BMC Contracting, LLC

Agency Name: Limestone Agency LLC

Obligee: Lexington Fayette Urban County Government

Agent Code: **160332**

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint J M Hoffman, Ray A Robertson, Ethel Welsh, Kyle Beckham, Cheryl Thornsburg of Mt Sterling, Kentucky its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read

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 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, bond, 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

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011

VOTED that the 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.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this _____ day of _____, _____

TO Be
Submitted
IF AWARDED

PART VII
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

hereinafter called "OWNER" in the penal sum of: _____
Dollars, (\$ _____), for the payment of whereof Principal and Surety bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for
_____ (project name) _____ in accordance with drawings and
specifications prepared by: _____ (the Engineer) _____ which Contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall
remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER
having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall
promptly:

IN WITNESS WHEREOF, this instrument is executed in _____ each one of which shall be
(number)
deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

BY: _____(s)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

BY: _____

(Surety) Secretary

Attorney-in-Fact

(SEAL)

(Address)

Witness as to Surety

(Address)

TITLE: _____

BY: _____

TITLE: _____

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

To Be
Submitted
IF Approved

PART VII
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
(Corporation, Partnership or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of _____ Dollars (\$ _____) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for _____ (project name) in accordance with drawings and specifications prepared by: _____ (the Engineer) which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

PART VIII

ADDENDA

All addenda issued during the bidding of the Project will be reproduced in the signed Contract Documents, on the pages following this heading sheet.

Addendum
Number

Title

Date

1.	<u>BID # 15-2014 / Cross Keys Park Pond Improvement</u>	<u>3/15/16</u>
2.	<u>BID # 15-2016 / Cross Keys Park Pond & Improvement</u>	<u>3/18/16</u>
3.	<u>_____</u>	<u>_____</u>
4.	<u>_____</u>	<u>_____</u>
5.	<u>_____</u>	<u>_____</u>



ADDENDUM #1

Bid Number: #15-2016

Date: March 18, 2016

Subject: Cross Keys Park Pond Improvement

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

On the General notes of the site Plan states: #14 The Fountain and all work associated with installation of the fountain shall not be part of this contract. In section 1.05 Payment Units, it states on Page 01025-4 26. Bubbler unit: Payment for this item shall be paid for at the contract lump sum cost, which shall include furnishing all material, equipment, labor, and appurtenances necessary for a complete installation. This bid item shall include all items related to the bubbler including but not limited to the bubbler, compressor, controls, piping, valves, fittings, concrete pads, housing and accessories.

1. Does the contractor supply all material, labor, etc. for the bubbler unit? Yes
2. Trash Collection Unit: (Trash Rack) Is there a specified pre-cast model for the concrete trash rack and the 18" stormx netting? It is anticipated that the concrete will be cast in place. The 18" stormx netting shall be 18" Single Hub StormX with HDPE netting as manufactured by Storm Water Systems.
3. Per Part 1 General 1.02 Is a field office required for this project? No, see note regarding section 01515.
4. Is fertilizer, lime, and straw required on the native grass, native wildflower, or island seeding areas? Island area shall have erosion control blankets per sheet C-7 note 6. No fertilizer permitted on island areas. All other areas to be seeded with native grasses, native wildflowers or grasses shall be considered lawn areas therefore fertilized and mulched/straw per specification section 02920.
5. Is there a specific herbicide suggested for use on the invasive stumps? Aqua Neat, Rodeo, or approved equal diluted to a 25% solution of glyphosate.



6. What are the caliper sizes for the trees we are to provide? Sheet C-10 calls for 5 gallon containers. The trees varieties specified could be multi-trunk, so specifying a caliper could vary based upon number of trunks. A tree height of 6' - 8' is required.
7. Will the StormX Trash Rack require a single hub for manual removal of the nets or a Dual hub for mechanical lifting and removal of the nets? Will the provided nets need to be reusable or disposable? StormX Trash Racks shall be single hub units.
8. At the pre-bid meeting there was much discussion concerning the Wage Scale requirements for the Cross Keys Project. The Contracting Officer pointed out that if the final bid price for a bidder was over \$250,000 the wage scale would become necessary. A contractor queried that if the bid price was below \$250,000 and a change order or a series of change orders were needed and the total ongoing contract price went over the 250K threshold would the wage scale become retroactive to include the original bid price or just apply to the change orders. Please clarify. The wage rates would apply to the total project.
9. Does asphalt from demolished trails need to be hauled off-site or can it be placed in fill? Refer to sheet C-2 note 1.
10. Does honeysuckle need to be hauled off-site or can it be chipped and left on-site as soil amendment? Refer to sheet C-2 note 1 and 2.
11. Any rock excavation needed? No rock is anticipated. In excavation areas, if rock is encountered, grades will be adjusted to eliminate rock excavation
12. Can we get survey and Geotech? Interested Bidders can contact Palmer Engineering for a release of information form.
13. Can stream flow data be provided. See the attached stream flow report.
14. Is sound damping required for bypass pumping operation. : Yes, sound attenuation is required for bypass pumps operating during non-working hour periods (overnight) and weekends. Sound standards of 70dB at 25 ft shall be required.
15. What is the anticipated start date of the construction? Although no date is set, the intent is to issue a notice to proceed early to mid-May.
16. Are there specification for the safety fence. The safety fence shall be 4 feet high, orange, with a mesh grid no larger than 3.5" x 1.75". Fence shall be constructed of UV protect Polyethylene or plastic.
17. Are there restrictions on accessing the site. The project shall be accessed via Alexandria Drive and Cross Keys Road.



18. Are there specification for the clay liner. The clay liner shall have a permeability rate of 10-6 cm/s or less. Testing to verify the permeability rate is the responsibility of the contractor.
19. LFUCG does not provide project estimates.
20. Pre-bid sign-in sheet is attached.
21. Section 01515, Delete this section in its entirety.
22. Section 03300, Paragraph 3.07,A,1: Replace the sentence with the following. "The contractor shall conduct test or hire a third party to conduct testing of concrete per these specifications. The CONTRACTOR shall be responsible for all associated cost for testing of concrete."
23. Section 03300, Paragraph 3.07,B,1: Replace the sentence with the following. "The contractor shall conduct slump cone test to check consistency of the concrete."
24. Section 03300, Paragraph 3.07,C,1: Replace the sentence with the following. "Samples of freshly mixed concrete shall be tested for unit weight by the testing firm in accordance with ASTM C138."
25. Section 03300, Paragraph 3.07,D,1: Replace the sentence with the following. "Samples of freshly mixed concrete shall be tested for entrained air content by the CONTRACTOR in accordance with ASTM C138."
26. Section 03300, Paragraph 3.07,E,1: Replace the sentence with the following. "Concrete test cylinders shall be tested by a testing firm approved by the OWNER to be testd for compressive strength in accordance with ASTM C172, C31, and C39, except as modified herein."
27. Section 03300, Paragraph 3.07,E,4: Delete the first sentence.



28. Bid opening has been extended to March 25, 2016, 2:00 pm.



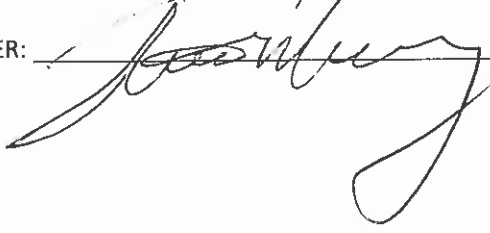
Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Quote and specifications are unchanged.

This letter should be signed, attached to and become a part of your Quote.

COMPANY NAME: BMC Contracting, LLC

ADDRESS: 481 ADELA DRIVE, MT STERLING, KY 40353

SIGNATURE OF BIDDER: 



StreamStats Version 3 Beta

Flow Statistics Ungaged Site Report

Date: Fri Nov 13, 2015 12:06:12 PM GMT-5
 Site Location: Kentucky
 NAD 1983 Latitude: 38.0394 (38 02 22)
 NAD 1983 Longitude: -84.5554 (-84 33 20)
 Drainage Area: 0.77 mi²

Peak Flows Region Grid Basin Characteristics			
100% Upper East Region 2 (0.77 mi ²)			
Parameter	Value	Regression Equation Valid Range	
		Min	Max
Drainage Area (square miles)	0.77	0.09	1232

Low Flow Region Grid Basin Characteristics			
100% Low Flow Region 1 2010 5217 (0.77 mi ²)			
Parameter	Value	Regression Equation Valid Range	
		Min	Max
Drainage Area (square miles)	0.77	0.65	1976
KY Streamflow Variability Index 2010 (dimensionless)	0.800	0.46	1.35

Harmonic Mean Flow Region Grid Basin Characteristics			
100% Statewide Harmonic Mean Flow 92 4173 (0.77 mi ²)			
Parameter	Value	Regression Equation Valid Range	
		Min	Max
Drainage Area (square miles)	0.77 (below min value 3.89)	3.89	1607
KY Streamflow Variability Index 1993 (dimensionless)	0.700	0.4	1.35

Warning: Some parameters are outside the suggested range. Estimates will be extrapolations with unknown errors.

Bank Full Region Grid Basin Characteristics			
100% Statewide Bankfull InnerBlue 2012 JAWRA v48 no2 (0.77 mi ²)			
Parameter	Value	Regression Equation Valid Range	
		Min	Max
Drainage Area (square miles)	0.77 (below min value 0.965)	0.965	111

Warning: Some parameters are outside the suggested range. Estimates will be extrapolations with unknown errors.

Mean Annual Flow Region Grid Basin Characteristics			
100% Statewide Mean Annual Flow 02 4206 (0.77 mi ²)			
		Regression Equation Valid Range	

Parameter	Value	90-Percent Prediction Interval	
		Min	Max
Drainage Area (square miles)	0.77	0.67	2762
Latitude of Basin Outlet (degrees)	38.039374	36.341	39.14
Mean Basin Elevation (feet)	975	391	2414

Peak Flows Region Grid Statistics						
Statistic	Value	Unit	Prediction Error (percent)	Equivalent years of record	90-Percent Prediction Interval	
					Min	Max
PK2	126	ft3/s	38	1.9		
PK5	198	ft3/s	34	3		
PK10	252	ft3/s	34	4.2		
PK25	327	ft3/s	34	5.8		
PK50	386	ft3/s	34	6.9		
PK100	448	ft3/s	35	7.9		
PK200	513	ft3/s	36	8.7		
PK500	602	ft3/s	37	9.6		

<http://water.usgs.gov/pubs/wri/wri034180/> (<http://water.usgs.gov/pubs/wri/wri034180/>)

Hodgkins_ G.A. and Martin_ G.R._ 2003_ Estimating the Magnitude of Peak Flows for Streams in Kentucky for Selected Recurrence Intervals: U.S. Geological Survey Water-Resources Investigations Report 03-4180_ 69 p.

Low Flow Region Grid Statistics						
Statistic	Value	Unit	Prediction Error (percent)	Equivalent years of record	90-Percent Prediction Interval	
					Min	Max
M7D2Y	0.0135	ft3/s	160			
M7D10Y	0.0131	ft3/s	210			
M7D20Y	0.0134	ft3/s	230			
M30D2Y	0.0268	ft3/s	110			
M30D5Y	0.00979	ft3/s	160			

<http://pubs.usgs.gov/sir/2010/5217/> (<http://pubs.usgs.gov/sir/2010/5217/>)

Martin_ G.R._ and Arihood_ L.D._ 2010_ Methods for estimating selected low-flow frequency statistics for unregulated streams in Kentucky: U.S. Geological Survey Scientific Investigations Report 2010-5217_ 83 p.

Harmonic Mean Flow Region Grid Statistics						
Statistic	Value	Unit	Prediction Error (percent)	Equivalent years of record	90-Percent Prediction Interval	
					Min	Max
QAH	0.0641	ft3/s				

http://pubs.er.usgs.gov/publication/wri924173#StreamStats_KY_20140226.mdb#

(http://pubs.er.usgs.gov/publication/wri924173#StreamStats_KY_20140226.mdb#)

Martin_ G. R. and Ruhl_ K. J._ 1993_ Regionalization of harmonic-mean streamflows in Kentucky: U.S. Geological Survey Water-Resources Investigations Report 92-4173_ 47 p._ 1 pl.

Bank Full Region Grid Statistics						
Statistic	Value	Unit	Prediction Error (percent)	Equivalent years of record	90-Percent Prediction Interval	
					Min	Max

BFFLOW	24.8	ft ³ /s				
BFAREA	11.8	ft ²				
BFWIDTH	11.3	ft				
BFDPTH	1.04	ft				

<http://onlinelibrary.wiley.com/doi/10.1111/j.1752-1688.2011.00621.x/full> (<http://onlinelibrary.wiley.com/doi/10.1111/j.1752-1688.2011.00621.x/full>)

Brockman_ R. A._ Agouridis_ C. T._ Workman_ S. R._ Ormsbee_ L. E._ Fogle_ A. W._ 2012_ Bankfull regional curves for the Inner and Outer Bluegrass Regions of Kentucky_ Journal of the American Water Resources Association_ v. 48_ no. 2_ p. 391-406.

Mean Annual Flow Region Grid Statistics						
Statistic	Value	Unit	Prediction Error (percent)	Equivalent years of record	90-Percent Prediction Interval	
					Min	Max
QA	0.96	ft ³ /s	14	15		

http://ky.water.usgs.gov/pubs/wrir_2002_4206.pdf (http://ky.water.usgs.gov/pubs/wrir_2002_4206.pdf)

Martin_ G.R._ 2002_ Estimating Mean Annual Streamflow of Rural Streams in Kentucky: U.S. Geological Survey Water-Resources Investigations Report 02-4206_ 35 p.

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 Page Last Modified: 08/24/2015 13:31:41 (Web2)

Streamstats SDR44





ADDENDUM #2

Bid Number: #15-2016

Date: March 18, 2016

Subject: Cross Keys Park Pond Improvement

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

Minimum Qualification of the CONTRACTOR or key personnel shall include a minimum of 5 stream and/or wetland construction projects in the past 5 years. The stream construction project must have utilized Natural Channel Design principles. Qualifying project shall be of similar size to the project in these specifications. The CONTRACTOR shall provide documentation of this qualification, including project name, date, scope, construction cost, and contact person with bid submittal. Failure to submit these qualifications with bid submittal will deem bid unresponsive and will not be considered for award.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Quote and specifications are unchanged.

This letter should be signed, attached to and become a part of your Quote.

COMPANY NAME: BMC Contracting, LLC

ADDRESS: 481 Adams Drive, Mt Sterling, KY 40353

SIGNATURE OF BIDDER: [Handwritten Signature]



