

PART III

Invitation to Bid No. 22-2013

Roof Replacement for the Phoenix Building

1. **FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 4/18/13

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

This Proposal Submitted by Kalkreuth Roofing and Sheet Metal
2131 Capstone Dr. Lexington, KY 40511
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of WV
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 the **Roof Replacement for the Phoenix Building Project** 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 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 4/2/13

Addendum No. 2 Date 4/4/13

Addendum No. 3 Date 4/9/13

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 Kalkreuth Roofing and Sheet Metal

Date 4/18/13

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

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

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

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

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, Chad L. McLeish, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Chad L. McLeish and he/she is the individual submitting the bid or is the authorized representative of Kalkreuth Roofing and Sheet Metal, 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 West Virginia

COUNTY OF Ohio

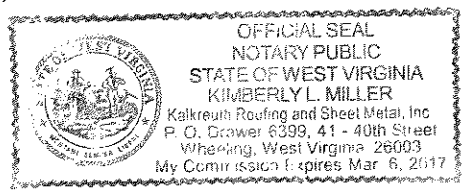
The foregoing instrument was subscribed, sworn to and acknowledged before me by

Chad McLeish on this the 16th day of April,

20 13.

My Commission expires: March 6, 2017


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 lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the CONTRACTOR and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or “or equal” items.

Unit prices are solely for the purpose of calculating and negotiating unanticipated, additional work beyond the scope detailed on the plans and specifications. Any additional work by the CONTRACTOR without prior approval from the OWNER shall be at his own expense.

In case of discrepancy, the amount shown in words will govern.

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
1.	Complete Base Bid Scope of Work One hundred sixty seven thousand three hundred sixty seven _____ Dollars zero _____ Cents (Lump Sum)	1	LS	\$ <u>15.22</u>	\$ <u>167,367.00</u>
2.	Complete Bid Alternate #1 Scope of Work one hundred seventy two thousand two hundred thirty four _____ Dollars _____ Cents (Lump Sum)	1	LS	\$ <u>15.67</u>	\$ <u>172,234.00</u>
3.	Complete Bid Alternate #2 Scope of Work Three thousand three hundred eighty five _____ Dollars zero _____ Cents (Lump Sum Deduct)	1	LS	(\$ <u>.31</u>)	(\$ <u>3,385</u>)

Contract award will be made based on the lump sum base bid or lump sum bid with any combination of bid alternatives selected. Bid alternatives will be added or deducted from the lump sum base bid, if they are accepted, prior to Notice of Award being made.

OWNER reserves the right to accept or reject any bid alternatives or equipment alternatives to the lump sum base bid. Consideration of equipment alternatives of the selected Bidder will be made by OWNER within 60 days after the Effective Date of the Agreement.

If bid alternative is selected by OWNER, the awarded Contract price will include the selected alternative(s).

BID ALTERNATIVE #1: Additional Roof Ply

CONTRACTOR shall include in the cost of bid alternative ALL work associated with providing the scope listed below.

The price of \$ 4,867 shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide an additional ply of roofing felt, for a total of three plies and the cap sheet, set in modified bitumen over the entire roof area.

BID ALTERNATIVE #2: Credit for Cold Adhered System

The price of \$ 3,385 shall be subtracted from the contract lump sum base bid if OWNER elects to have CONTRACTOR provide a modified bituminous roof system of 3" of insulation, recovery board, 3 ply roofing, smooth surfaced cap sheet, and fibrated coating installed using cold adhesives between plies as required by the approved roofing manufacturer's, in lieu of the hot modified bituminous roof system.

UNIT PRICES

The following List of unit prices is required by the Owner to be completely executed and submitted with each Bidder's Proposal. Each unit price shall include the furnishing of all labor, materials, supplies and services, and shall include all items of cost, overhead and profit for the Contractor and any Sub-Contractors involved, and shall be used uniformly, without modification, for either additions or deductions from the Bid. These unit prices as established shall also be used to determine the equitable adjustment of the Contract Price in connection with changes, or extra work performed under the Contract.

<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE (INSTALLED)</u>	
1. Wood Cant Strip	<u>1.12</u>	\$/L.F.
2. Wood Blocking 2(2x4)	<u>3.17</u>	\$/L.F.
3. Gypsum Deck Repairs	<u>14.50</u>	\$/S.F.

Submitted by:

Kalkreuth Roofing and Sheet Metal

Firm

2131 Capstone Dr.

Address

Lexington, KY 40511

City, State & Zip

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



Signature of Authorized Company Representative – Title

Chad L. McLeish, VP of Estimating

Representative/s Name (Typed or Printed)

859-231-7663

Area Code – Phone – Extension

859-231-7669

Fax #

cmcleish@krsm.net

E-Mail Address

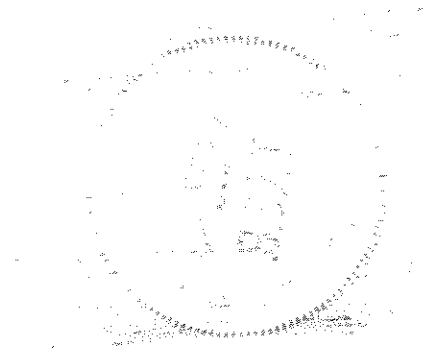
OFFICIAL ADDRESS:

41-40th St

PO Drawer 6399

Wheeling, WV 26003

(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: Kalkreuth Roofing and Sheet Metal
2. Permanent Place of Business: 41 40th St PO Drawer 6399 Wheeling, WV 26003
3. When Organized: 1984
4. Where Incorporated: 1984
5. Construction Plant and Equipment Available for this Project:
N/A

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

U.S. Specialty Insurance Company (Surety)

Signed:  (Representative of Surety)

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

NAME	LOCATION	CONTRACT SUM
LFUCG Chlorine Building	Lexington, KY	\$72,111
LFUCG Detention Ctr Kitchen Roof	Lexington, KY	\$15,800
LFUCG Cooperative Extension Office	Lexington, KY	\$84,600

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

NAME	LOCATION	CONTRACT SUM
Bluegrass Community & Technical College	Lexington, KY	\$499,718
Stonewall Elementary School	Lexington, KY	\$776,714
Adair Youth Development Center	Columbia, KY	\$323,864
Franklin County Career Center	Frankfort, KY	\$1,066,288
Pike County Public Library	Pikeville, KY	\$134,048

10. List Key Bidder Personnel who will work on this Project.

NAME	POSITION DESCRIPTION	NO. OF YEARS W/BIDDER
Tim Ginter	Superintendant	1
Stan Gorczyca	Project Manager	25
Travis Allen	Roofing Foreman	4

11. DBE Participation on current bonded projects under contract:

SUBCONTRACTORS (LIST)	PROJECT (SPECIFY TYPE)	DBE	% OF WORK
Steele Blades	Green Roof	WBE	5%
JG Metro Wholesale	New Construction TPO Roofing	MBE	10%

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER)—all in accordance with the Bid Documents.

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.

BRANCH OF WORK- LIST EACH MAJOR ITEM (e.g., electrical, carpentry, HVAC, etc.)	SUBCONTRACTOR	DBE? Yes/No	% of WORK
1. Lightning Protection	Name: Bluegrass Lightning Consultants, Inc. Address: PO Box 308 Bloomfield, KY 40008	WBE	2%
2. Hardware	Name: Schiller Hardware Address 1032 Rushwood Ct : Lexington, KY 40511	No	<1%
3.	Name: Address:		
4.	Name: Address:		
5.	Name: Address:		
6.	Name: Address:		
7.	Name: Address:		

(Attach additional sheet(s) if necessary.)



7. LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # Roof Replacement Phoenix Bldg/ Bid # 22-2013

The MBE/WBE 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.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. JG Metro Wholesale Steve Gumlaw 4521 Bishop Lane Louisville, KY 40218	Roofing Materials	\$18,400	10%
2. 502-458-8701			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE 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.

Kalkreuth Roofing and Sheet Metal

Dave Muntean

Company

Company Representative

4/18/13

Estimator

Date

Title



8. LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MBE/WBE 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 MBE/WBE Company Name, Address, Phone, Email	MBE/WBE 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.		N/A			
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



9. MBE/WBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # Roof Replacement Phoenix Bldg/ Bid # 22-2013

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name Kalkreuth Roofing and Sheet Metal	Contact Person Dave Muntean
Address/Phone/Email 2131 Capstone Dr. Lexington, KY 40511 859-231-7663 dmuntean@krsm.net	Bid Package / Bid Date Roof Replacement Phoenix Bldg/ Bid # 22-2013

MBE/WBE 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
JG Metro Wholesale	Steve Gumlaw	502-458-8701 work	4/16/13	material purchase	phone mtg	\$18,400	AA

(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.

Kalkreuth Roofing and Sheet Metal

Dave Muntean

Company

Company Representative

4/18/13

Estimator

Date

Title

P-16



10. LFUCG MBE/WBE 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 MBE/WBE 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 # Roof Replacement Phoenix Bldg/ Bid # 22-2013
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract # Roof Replacement Phoenix Bldg/ Bid # 22-2013	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
			TBD				

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



11. LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # Roof Replacement Phoenix Bldg/ Bid # 22-2013

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other
Please list any other methods utilized that aren't covered above.

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

Kalkreuth Roofing and Sheet Metal

Dave Muntean

Company

Company Representative

4/18/13

Estimator

Date

Title

12. **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 KY or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky x. 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.

13. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: See Attached

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: See Attached

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: See Attached

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: See Attached

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: See Attached

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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



Kalkreuth Roofing & Sheet Metal, Inc.
Appendix "C"
Key Personnel

- **John L. Kalkreuth, President**

MBA - Wheeling Jesuit University

BS - Industrial Engineering - West Virginia University

28+ years experience in roofing, waterproofing and metal fabrication.

- **James J. Hurley, Executive Vice President**

MBA - Wheeling Jesuit University

BS - Industrial Engineering - West Virginia University

AT - Mechanical Engineering - Pennsylvania State University

25+ years experience in roofing, waterproofing and metal fabrication.

- **Patrick E. Hurley, Vice President of Operations**

BS - Business Administration - West Liberty State College

20+ years experience in roofing, waterproofing and metal fabrication.

- **J. David Hesse, Vice President, Maryland Division**

BS - Industrial Engineering - West Virginia University

15+ years experience in all types of roofing systems and waterproofing.

- **Daniel S. Tennant, Sales Manager**

MA – Marshall University

BA – Marshall University

10+ years experience in the construction industry

- **Wesley H. Nickell, Controller**

MBA – Wheeling Jesuit University

BS – Accounting and Economics – WV Wesleyan College

- **William Sokolowski, Estimator**

25+ years experience in all types of roofing systems and waterproofing

Please note that our Project Managers & Foremen average 25 years experience in the roofing industry.

- 10 Estimators
- 15 Proj. Mgrs / 12 Foreman

14. EQUAL OPPORTUNITY AGREEMENT

The Law

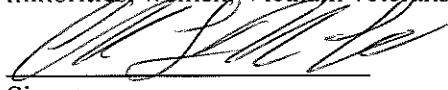
- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment 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

Kalkreuth Roofing and Sheet Metal, Inc.

Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contract will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities – Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor – Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 – 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

15. **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of Kalkreuth Roofing and Sheet Metal

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.

16. WORKFORCE ANALYSIS FORM

Name of Organization: Kalkreuth Roofing and Sheet Metal

Date: 4 / 18 / 13

Categories	Total		White		Black		Other		Total	
	M	F	M	F	M	F	M	F	M	F
Administrators										
Professionals										
Superintendents										
Supervisors										
Foremen										
Technicians										
Protective Service										
Para-Professionals										
Office/Clerical										
Skilled Craft	180	1	12	0	39	0	231	0	231	1
Service/Maintenance										
Total:	232									

Prepared By: Mollie Absher

17. EVIDENCE OF INSURABILITY

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

Names Insured: Kalkreuth Roofing and Sheet Metal Employee ID: 55-0647319

Address: 2131 Capstone Dr Lexington, KY 40511 Phone: 859-231-7663

Project to be insured: Phoenix Building

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


Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000 per occ	Arch Insurance Co.	11150	A+
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	\$ 1,000,000 per occ \$ 2,000,000 Aggr.	Arch Insurance Co.	11150	A+
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w /endorsement as noted	\$ statutory limits	Arch Insurance Co.	11150	A+

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Arthur J. Gallagher Risk Management Services
Agency or Brokerage
Two Pierce Place

Chad L. Mcleish
Name of Authorized Representative
VP of Estimating

Street Address
Itasca IL 60143
City State Zip
(312) 803-6375
Telephone Number

Title

Authorized Signature
April 16, 2013
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.

18. DEBARRED FIRMS

PROJECT NAME: Phoenix Building Re Roof

BID NUMBER: 22-2013

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY**

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

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

The undersigned hereby certifies that the firm of Kalkreuth Roofing and Sheet Metal 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.

Kalkreuth Roofing and Sheet Metal

Name of Firm Submitting Bid



Signature of Authorized Official

VP of Estimating

Title

April 16, 2013

Date

19. DEBARMENT CERTIFICATION

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


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

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

Firm Name: Kalkreuth Roofing and Sheet Metal

Project: Phoenix Building Re Roof

Printed Name and Title of Authorized Representative: Chad L. McLeish, VP of Estimating

Signature: 

Date: April 16, 2013

END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Kalkreuth Roofing & Sheet Metal, Inc.
2131 Capstone Drive
Lexington, KY 40511

SURETY:

(Name, legal status and principal place of business)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040

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

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, KY 40507

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

BOND AMOUNT: \$ Five Percent of Bid Amount (5% of Bid Amount)

PROJECT:

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

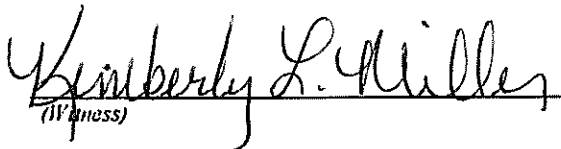
Bid No. 22-2013; Roof Replacement for Phoenix Building

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

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

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

Signed and sealed this 18 day of April, 2013



(Witness)

Kalkreuth Roofing & Sheet Metal, Inc.

(Principal)

(Seal)

By:


(Title) Chad L. McLeish, VP of Estimating

U.S. Specialty Insurance Company

(Surety)

(Seal)

By:


(Title) Laura Scholze

Attorney-in-Fact

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Douglas Dixon, Laura Scholze, Thomas Whipple, Brian S. McCoog, Courtney Judge

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***). This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



[Signature]
Daniel P. Aguilar, Vice President

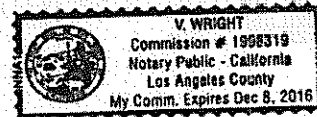
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18 day of April, 2013

Corporate Seals

Bond No. Bid
Agency No. 8233



[Signature]
Jeannie Lee, Assistant Secretary



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: 22-2013

Date: April 2, 2013

Subject: Roof Replacement for the Phoenix Building

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

TO ALL PROSPECTIVE BIDDERS:

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

- 1) Substitute specification Form of Proposal, 4. BID SCHEDULE, Pages P-7 through P-9, with attached.
- 2) See attached specification 075275 Cold Adhered SBS-Modified Bituminous Roofing.

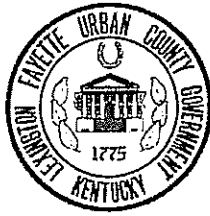
Todd Slatin, Director
Division of Central Purchasing

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: KALKREUTH Roofing and sheet metal

ADDRESS: 2131 CAPSTONE DRIVE Lexington Ky 40511

SIGNATURE OF BIDDER:



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: 22-2013

Date: April 4, 2013

Subject: Roof Replacement for the Phoenix Building

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

TO ALL PROSPECTIVE BIDDERS:

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

- 1) The bid opening has been extended to April 18, 2013, 2:00 pm.
- 2) The Q&A cutoff is now April 5, 2013, 5:00 pm.
- 3) Addendum #3 will follow with further clarifications.
- 4) 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: KALKREUTH Roofing and sheet metal
ADDRESS: 2131 CAPSTONE DRIVE Lexington Ky 40511
SIGNATURE OF BIDDER: David O. Munte



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

Bid Number: 22-2013

Date: April 9, 2013

Subject: Roof Replacement for the Phoenix Building

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

TO ALL PROSPECTIVE BIDDERS:

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

- 1) Base Bid Roof System: Replace Section SBS-Modified Bituminous Roofing 075270 with attached SBS-Modified Bituminous Roofing 075270 – granular cap sheet. Requirement is for SBS modified bituminous roof system of nailed venting base sheet, 3” of insulation, recovery board, 1-ply base sheet adhered in hot asphalt with granular surfaced, 70% reflectance, .140” (min), cap sheet, and fibrated coated flashing, installed using hot bitumen between plys as specified herein and in Section 075270 – granular cap sheet.
- 2) Alternate #1: Include an additional ply of fiberglass-felt and interply of modified asphalt to the base roof system.
- 3) Alternate #2: Omit the hot modified bituminous roof system specified for the base bid. Include the price for a SBS modified bituminous roof system of nailed venting base sheet, 3” of insulation, recovery board, 1-ply base sheet adhered in cold adhesive with granular surfaced, 70% reflectance, .140” (min), cap sheet, and fibrated coated flashing, installed using cold adhesive between plys as specified herein in revised Section SBS-Modified Bituminous Roofing 075275 Cold Adhered SBS-Modified Bituminous Roofing – granular cap sheet.
- 4) Access to Site for Staging: LFUCG will close the alley to the east of the building, between building and parking lot and allow contractor to use a portion of the parking lot for their staging operations. Storage of materials will also be allowed in this area. Contractor to limit amount of parking area occupied to project related activities. East entrance will be used for exit only, overhead protection is required.
- 5) Hazardous Materials: Attached is the LFUCG report on a.c.m. for the existing roof system.
- 6) Building Height: Seven stories plus a penthouse: building 70 ft+/-, penthouse 14 ft+/-
- 7) Gypsum Deck Repairs: Omit references on construction plans for 25% replacement of roof deck. Include the cost to repair 250 sf of roof decking according to the Gypsum Institutes gypsum deck repair requirements and/or repairs that can be certified to maintain the structural requirements.

- 8) Concrete Roof Deck: References in the specification for concrete roof deck application is for the existing helipad roof only.
- 9) Overflow Scuppers: Cut three openings in the parapet walls for overflow scuppers, see detail 15/A-2.
- 10) An infrared roof moisture survey from 2010 is attached for information only. The Contractor shall verify all actual measurements and conditions as needed.



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: Kalkreuth Roofing and sheet METAL
ADDRESS: 2131 CRADSTONE DRIVE Lexington KY 40511
SIGNATURE OF BIDDER: [Handwritten Signature]