

PART III

Invitation to Bid No. 139-2011

Structural Repairs and Exterior
Renovation - Fire Station #5

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: FEBRUARY 22, 2012

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

This Proposal Submitted by CHURCHILL MOBILE, LLC, 1315 WEST MAIN ST SUITE C,
LEXINGTON, KY 40508
(Name and Address of Bidding Contractor)

(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 Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507

Gentlemen:

The bidder, in compliance with your Invitation for Bids for the Structural Repairs and Exterior Renovation - Fire Station #5; Lexington, Kentucky, 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 Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Project within 135 () calendar days.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 01/03/2012 Addendum No. _____ Date _____

Addendum No. 2 Date 01/19/2012 Addendum No. _____ Date _____

Addendum No. 3 Date 02/08/2012 Addendum No. _____ Date _____

Addendum No. _____ Date _____; Addendum No. _____ Date _____

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



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

Bid Number: 139-2011

Date: January 3, 2012

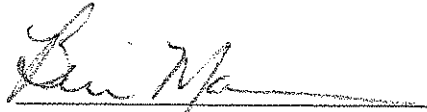
Subject: Structural Repairs and Exterior Renovation – Fire Station #5

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

TO ALL PROSPECTIVE BIDDERS:

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

Revised Bid Schedule is attached.


Brian Marcum, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Churchill McGee, LLC.

ADDRESS: 1315-C West Main St., Lexington, KY

SIGNATURE OF BIDDER: Jamie Zoff



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #2

Bid Number: 139-2011

Date: January 19, 2012

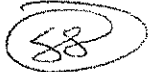
Subject: Structural Repairs and Exterior Renovation – Fire Station #5

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

TO ALL PROSPECTIVE BIDDERS:

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

The bid opening date has been changed to February 14, 2012, 2:00 pm. An addendum will follow with revised scope of work.


Brian Marcum

Brian Marcum, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Churchill M'Gee, LLC

ADDRESS: 1315-C west main st, Lexington, KY

SIGNATURE OF BIDDER: 



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #3

Bid Number: 139-2011

Date: February 8, 2012

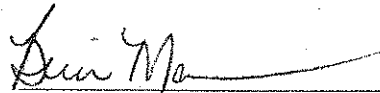
Subject Structural Repairs and Exterior Renovation - Fire Station #5

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

TO ALL PROSPECTIVE BIDDERS:

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

Changed Bid Date to: February 22, 2012, 2:00 pm., LFUCG Purchasing Office
Revised bid schedule, specifications and clarifications to the construction plans are attached.



Brian Marcum, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Churchill McGee, LLC

ADDRESS: 1315-C West main St., Lexington, KY

SIGNATURE OF BIDDER:  _____

2. LEGAL STATUS OF BIDDER

Bidder CHOCOMA MCKEE, LLC

Date 02/22/2012

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

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

~~* 3. An individual, whose signature is affixed to this Proposal. (Print name) NC~~

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

3. BIDDERS AFFIDAVIT

Comes the Affiant, NATHAN CHURCHILL - CHURCHILL MOBILE, LLC and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is NATHAN CHURCHILL
and he/she is the individual submitting the bid or is the authorized representative of CHURCHILL MOBILE, 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.

4. BID SCHEDULE

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

Item No.	Unit	Description	Pricing
1	Lump Sum	All work described in specification except alternate	\$ <u>138,850.00</u> lump sum
2	Sq Ft	Add'l removing and replacing of asphalt shingle roof (above 428 sq ft)	\$ <u>3.50</u> sq ft
3	Lump Sum	Alternate One - replacement of non-original windows (see specs)	\$ <u>20,000.00</u> lump sum
4	Sq Ft	Additional repointing of exterior masonry including all labor, equipment and materials.	\$ <u>11.00</u> sq ft

4. BID SCHEDULE

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 which shall include the furnishing of all labor, materials, supplies, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved. The Bidder must make the extensions and additions showing the total amount of bid.

Project Name _____

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written In Words	Unit Price	Total Amount Bid
1.	1	SF	Remove & replace asphalt shingle roof _____ _____ 30 yr single to match existing	Dollars Cents \$ _____	\$ _____
2.	0		_____ _____	Dollars Cents \$ _____	\$ _____
3.	0		_____ _____	Dollars Cents \$ _____	\$ _____
4.	0		_____ _____	Dollars Cents \$ _____	\$ _____
10.	0		_____ _____	Dollars Cents \$ _____	\$ _____
11.	0		_____ _____	Dollars Cents \$ _____	\$ _____

Total Amount of

= \$ _____

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: CHARLOTTE MOBLE, LLC
- 2. Permanent Place of Business: 1315 WEST MAIN ST, SUITE C LEXINGTON, KY 40503
- 3. When Organized: 2003
- 4. Where Incorporated: AUGUST 2007
- 5. Construction Plant and Equipment Available for this Project:
SEE ATTACHMENT A

(Attach Separate Sheet If Necessary)

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

- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:
OLD REPUBLIC INSURANCE Co. (Surety)

Signed: J.P. Highland Joseph P. Highland (Representative of Surety)

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

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>MAJORITY</u>
<u>N/A</u>			

(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.

Respectfully submitted:

CHRISTINE M. GEE, LLC
(Name of Contracting Firm)

BY: NATHAN CHRISTIAN

TITLE: OWNER

DATE 02/22/2012, 20

February 21, 2012

Brian Marcum, Director
Division of Central Purchasing
LFUCG

Mr. Marcum;

This letter is to describe the steps Churchill-McGee, LLC has taken to attempt to satisfy the 10% D.B.E. goals set by Federal DOT 49CFR23.

Research:

1. First the "Certified D.B.E. Directory" compiled by the Kentucky Transportation Department was consulted for subcontractor information.
2. All contractors listed on Lynn Imaging's Bidder's List for the project were contacted and questioned about D.B.E. participation. Grot Incorporated was only bidder listed with D.B.E./W.B.E. qualifications (female managed business).
3. All contractors that submitted bids to Churchill-McGee were contacted and questioned about D.B.E. participation/qualification.
4. No D.B.E. certified contractors submitted bids to Churchill-McGee for work.

Qualifications for Subcontractor Selection:

1. Scopes of Work and Price Quotes submitted by all subcontractors and suppliers were compared for relative equivalence.
2. Churchill-McGee's past experience with subcontractors' and suppliers' quality was also considered.
3. Subcontractor bids were then selected according to price and quality criteria.

The limited availability of D.B.E./M.B.E./W.B.E. subcontractors in the area, and fierce competition for the work, resulted in no D.B.E. subcontractors selected for work. Further research since Bid Opening has yet to result in D.B.E. subcontractor selections.

Sincerely,

Nathan Churchill, Partner
Churchill McGee, LLC

Jamison Large

From: Cunningham, Lynda (CED) [Lynda.Cunningham@ky.gov] on behalf of KPAP [CED.KPAP@ky.gov]
Sent: Wednesday, January 18, 2012 7:19 AM
To: Jamison Large
Subject: RE: DBE Solicitation

Follow Up Flag: Follow up
Flag Status: Flagged

Jamison,

A copy of your bid notice as posted on 1/17/12 is provided below for your records.

Lynda Cunningham
Kentucky Procurement Assistance Program

Churchill McGee, LLC, 1315 West Main Street, Lexington, KY 40508

Z -- POTENTIAL CONSTRUCTION SUBCONTRACTING OPPORTUNITIES. Phone: (859) 389-6976; Fax: (859) 389-6986. ATTN DBE, MBE and WBE firms: Churchill McGee Construction + Design is bidding as a general contractor for the Structural Repairs and Exterior Renovation, Fire Station #5, 300 Woodland Ave., located in Lexington, KY on 1/24/12 at 2:00 p.m. Subcontract opportunities exist for the following trades: Demolition, Masonry, Carpentry, Roofing, Joint Sealants, and Painting. We encourage all interested subcontractors/suppliers to contact our office at (859) 389-6976 or write to 1315 West Main Street, Lexington, KY 40508. This notice is provided by the Kentucky Procurement Assistance Program. The information is believed to be correct, but should be verified with the issuing agency/organization.

Matching Key Words: age:churchill;

Softshare Article Number: 120117/KY/2271

From: Jamison Large [<mailto:jlarge@churchillmcgee.com>]
Sent: Tuesday, January 17, 2012 10:07 AM
To: KPAP
Cc: 'Brandon Helton'
Subject: DBE Solicitation

Churchill McGee, LLC, 1315 West Main Street, Lexington, KY 40508

Z -- POTENTIAL CONSTRUCTION SUBCONTRACTING OPPORTUNITIES. Phone: (859) 389-6976; Fax: (859) 389-6986. ATTN DBE, MBE and WBE firms: Churchill McGee Construction + Design is bidding as a general contractor for the **Structural Repairs and Exterior Renovation Fire Station #5, 300 Woodland Ave.**, located in **Lexington, KY** on **1/24/12 at 2:00pm**. Subcontract opportunities exist for the following trades: **Demolition, Masonry, Carpentry, Roofing, Joint Sealants, and Painting**. We encourage all interested subcontractors/suppliers to contact our office at (859) 389-6976 or write to 1315 West Main Street, Lexington, KY 40508.

Jamison Large
Project Developer
Churchill McGee, LLC.

1315-C West Main St.
Lexington, KY 40508

Project Bidding

BIDDER'S EXPERIENCE AND C

	description	quantity
	<u>SAWS</u>	
Bosch	Jamb saw 1640 VS	1
Bosch	Sawzall RS20	1
Craftsman	10" Table Saw 137.218300	1
Craftsman	3-Base Router Combo	1
DeWalt	Orbital jig Saw DW331	1
Makita	10" Compound Miter Saw LS1013	1
Makita	7 1/4" Worm Drive Saw	1
Makita	Sawzall JR3070CT	2
Makita	Sawzall 36935	1
Milwaukee	14" Abrasive Cut-Off Machine	1
Milwaukee	7 1/4" Circular Saw	2
Milwaukee	Sawzall 6521 21	1
Rigid	7 1/4" Circular Saw R3200	1
	<u>LADDERS</u>	
Gorilla	6' Fiberglass Ladder (Green)	1
Huskey	6' Fiberglass Ladder (Yellow)	1
Huskey	8' Fiberglass Ladder (Yellow)	1
Louisville	24' Extension Ladder F3224 (Red)	1
Louisville	8' Step Ladder PN911146D (Yellow)	1
Werner	3' Fiberglass Ladder (Yellow)	1
Werner	8' Fiberglass Ladder (Blue)	1

Project Bidding

BIDDER'S EXPERINCE AND C

SANDERS & GRINDERS

Black/Decker	Cyclone Sander MS100	1
Bosch	9" Angle Grinder 1754G	1
DeWalt	4 1/2" Angle Grinder D28402	2
DeWalt	Belt Sander	1
Makita	Power Planner N1900B	1
Rigid	6" Random Orbit Sander	1
Roto Zip	RZ-1 8802	1

LAWN TOOLS

Husqvarna	225HBV Blower	1
Shark	3000 PSI Preasure Washer BG-3030	1
Stihl	Edger	1
Stihl	FS 55 R Weed Eater	1
Stihl	MS 290 Chain Saw	1
	Wheel Barrel	3

CONCRETE & TILE TOOLS

Bosch	60# Electric Demo Hammer	1
Clinker	19" Tile Super Cutter	1
Concrete	4' Heavy Stone Floppy Stamp	1
Concrete	5' Magnesium Bull Float	1
Makausa	Vibrator	1
Poly Meta	4" Flexible 12' Forms	1
Stihl	Concrete saw cart	1
Stihl	TS 400 Concrete Cut-Off Saw	1
Target	Tilematic Tile Saw	1

MISC. TOOLS

Allied	20TN Hydraulic Bottle Jack	1
C Hausfeld	Wire Feed Welder WG3000	1
CST/Berger	Lasermark	1
David White	Transit LT8-300	1
Jet	1 Ton chain hoist 20' lift	1
Komatsu	SK-815 Skid Steer	1
Master	165,000 BTU Kerosene Heater B165DT	1
Master	70,000 BTU Kerosene Heater B70DT	1
Michelin	20TN Hydraulic Bottle Jack	1
Stanley	Tru Laser	1
UR Choker	2" x 16' nylon choker	2
	Submersible pump with 2" hose	1

In Process

Project Name	Owner	Contract Amount	% Complete	Date Complete	Architect
6th Floor Renovation School of Nur	University of Kentucky	\$628,199.00	52%	May-12	Omni
163/167 Jefferson St Renovation	Lexington Home Ownership Comm	\$949,500.00	75%	Mar-12	Sherman Carter Barnhart
Spencer Co. Hwy Maintenance Gara	Commonwealth of KY	\$612,052.00	95%	Mar-12	Scott Klausung
PeWee Valley Main Building Roof	Commonwealth of KY	\$889,125.00	95%	Apr-12	Patrick Murphy
Building Addition & Renovation	World Wide Equipment	\$219,250.00	90%	Mar-12	Thought Space

Completed in Last Five Years

Project Name	Owner	Contract Amount	Architect
Terminal Façade Renovation	LFUCG Airport Board	\$1,503,595.00	Gresham Smith & Partners
Schmidt Vocal Arts Center	University of Kentucky	\$905,942.00	Ross Tarrant
Renovate 4-H Cabins Cumberland	University of Kentucky	\$348,282.00	Murphy Graves
Ky Clinic Refurbish Public Restroom	University of Kentucky	\$213,660.00	University of Kentucky
Capitol Grounds Tourism Enhancement	Commonwealth of KY	\$776,252.00	Greystone

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

Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.

SUBCONTRACTOR

DBE

yes/no \$ of proposed work

- | | | |
|--------------------|--|-----------|
| 1. <u>Masonry</u> | Name: <u>BATES BUILDING MAINTENANCE</u> | <u>NO</u> |
| | Address: <u>990 BROWNING ALLEN RD</u>
<u>CORBIN, KY</u> | |
| 2. <u>Roofing</u> | Name: <u>SDM CONTRACTING</u> | <u>NO</u> |
| | Address: <u>3090 HELMSDALE PLACE</u>
<u>LEXINGTON, KY</u> | |
| 3. <u>Painting</u> | Name: <u>WINNERS CIRCLE PAINTING</u> | <u>NO</u> |
| | Address: <u>944 RIDGEBROOK RD</u>
<u>LEXINGTON, KY</u> | |
| 4. _____ | Name: _____ | _____ |
| | Address: _____ | |
| 5. _____ | Name: _____ | _____ |
| | Address: _____ | |
| 6. _____ | Name: _____ | _____ |
| | Address: _____ | |
| 7. _____ | Name: _____ | _____ |
| | Address: _____ | |

7. AUTHENTICATION OF BID AND STATEMENT OF

NON-COLLUSION AND 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. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: NATHAN CHURCHILL

POSITION/TITLE: OWNER

STATEMENT OF EXPERIENCE: SEE ATTACHMENT B

NAME OF INDIVIDUAL: Kevin Henry

POSITION/TITLE: Site super / project manager

STATEMENT OF EXPERIENCE: 6 months with Churchill McGee

NAME OF INDIVIDUAL: Chris Hoskins

POSITION/TITLE: site super / project manager

STATEMENT OF EXPERIENCE: 7 years with Churchill McGee

8. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Alan Krasinski

POSITION/TITLE: Site Super

STATEMENT OF EXPERIENCE: 7 years with Churchill McGee

NAME OF INDIVIDUAL: Jon Grillon

POSITION/TITLE: Site Super / Project Manager

STATEMENT OF EXPERIENCE: 1 year with Churchill McGee

NAME OF INDIVIDUAL: Brandon Helton

POSITION/TITLE: ↻ 5 years with Churchill McGee

STATEMENT OF EXPERIENCE: Estimator

9. 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.

NATHAN CHURCH

CHARLES McGRATH, LLC

Signature

Name of Business

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 to 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 above quoted 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.

Any project over \$50,000 will require a Performance Bond in an amount equal to 100% of the contract.

10. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Churchill Mobile, 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.

Nathan Churchill 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 Officer may be reached by calling (859) 399-6976

Signature: Nathan Churchill
(Bidding Contractor)

Title: owner

Date: 02/22/2012

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

Names Insured: Charvetta McCall, LLC Employee ID: _____
 Address: 1315 WEST MAIN ST SUITE C Phone: 859 389-6976
LEXINGTON KY 40508
 Project to be insured: SEWERAGE REPAIR & EXTENSION REPAIR FUEL STATION #5

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
(X) SC 4.1	CGL	\$1,000,000/per occ. \$2,000,000/aggregate	\$ 1m/ann	Motorists		
(X)	AUTO	\$1,000,000/per occ.	\$ 1 m	Motorists		
(X)	WC	Statutory	\$ 100/50-100	KEMZ		
	Employer's Liability	\$1,000,000	\$ 1 m	KEMZ		

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: Mann Sutton and McCabe LTD Name of Authorized Representative: NATHAN CHURCHILL
1353 Lexington Rd Title: OWNER
 City: Lexington State: KY Authorized Signature: NATHAN CHURCHILL
 Zip: 40508 Date: 02/22/2002
 Telephone Number: 859 225-3661

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 02/17/12

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

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

PRODUCER Mann Sutton and McGee, Ltd. 1353 Leestown Road Lexington, KY 40508 James J. McGee		859-225-3661 859-225-8351	CONTACT NAME: James J. McGee PHONE (A/C No., Ext): 859-225-3661 FAX (A/C No.): 859-225-8351 E-MAIL ADDRESS: jmcgee@mannsuttonandmcgee.com
INSURED Churchill McGee, LLC 1315-C West Main Street Lexington, KY 40508		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Motorist Mutual Insurance	NAIC # 14621
		INSURER B: AmCOMP Inc.	
		INSURER C: KY. Employers Mutual Insurance	10320
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI 500000/50000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		33.273185-40E	12/14/11	12/14/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		33.273185-40E	12/14/11	12/14/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		33.273185-40E	12/14/11	12/14/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WCV420610802 384273	01/20/11 01/20/12	01/20/12 01/20/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater Leased/Borrowed/Re		33.273185-40	12/14/11	12/14/12	Limit 100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Structure Repairs and Exterior Renovation at Fire Station #5

CERTIFICATE HOLDER LEX-FAY Lexington Fayette Urban County Government 200 E. Main Street Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James J. McGee
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Bond No. _____

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Churchill McGee, LLC
1315-C West Main St.
Lexington, KY 40508

as Principal hereinafter called the Principal, and Old Republic Insurance Co.
a corporation duly organized under the laws of the state of Pennsylvania as Surety, hereinafter called the Surety,
are held and firmly bound unto Lexington Fayette Urban County Government
200 East Main St.
Lexington, KY 40380

as Obligee, hereinafter called the Obligee, in the sum of 5% of amount bid

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

WHEREAS, the Principal has submitted a bid for Exterior Renovation and Structural Work to Fire Station #5
Lexington, KY

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of February, 2012

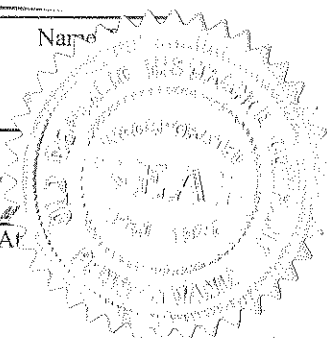
[Signature]
Witness

Churchill McGee, LLC
Principal (Seal)

By: [Signature]
J. Patrick McGee (Member) Name

Old Republic Insurance Co.
Surety

By: [Signature]
Joseph P. Highland AP



[Signature]
Witness

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

BENJAMIN J. MANN, JOSEPH P. HIGHLAND, JOYCE ANN NOONAN, OF LEXINGTON, KY

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on May 12, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on May 12, 2010.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed twenty million dollars (\$20,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7TH day of DECEMBER, 2011.

OLD REPUBLIC INSURANCE COMPANY

Phyllis M Johnson
Assistant Secretary



Gerald C. Leach
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7TH day of DECEMBER, 2011, personally came before me, GERALD C. LEACH and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Nicole L. Howe
Notary Public
My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

73-3062

Signed and sealed at the City of Brookfield, WI this 22nd day of February, 2012



Jane E. Cherry
Assistant Secretary

MANN SUTTON AND MCGEE LIMITED

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.