



LEXINGTON

**Bid 141-2022 Addendum 1
Todd Johnson Contracting, Inc.
Johnson
Supplier Response**

Event Information

Number: Bid 141-2022 Addendum 1
Title: DeRoode Street Manhole Project
Type: Competitive Bid
Issue Date: 11/29/2022
Deadline: 12/20/2022 02:00 PM (ET)

Contact Information

Contact: Brian Marcum
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: brianm@lexingtonky.gov

Todd Johnson Contracting, Inc. Information

Contact: Jeremy Johnson
Address: 497 Dillehay Street
Danville, KY 40422
Phone: (859) 238-9489
Email: jeremy@toddjohnsoncontracting.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Linda Johnson

Signature

Submitted at 12/20/2022 11:09:47 AM (ET)

linjoh@toddjohnsoncontracting.com

Email

Response Attachments

Bid De Roode Street Manhole Project.pdf

Bid Form

Bid Lines

1	SURVEYING STAKEOUT	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$5,865.01"/>	Total: <input type="text" value="\$5,865.01"/>
2	MANHOLE TYPE C MOD	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: <input type="text" value="\$8,140.68"/>	Total: <input type="text" value="\$8,140.68"/>
3	CLASS "A" CONCRETE	Quantity: <u> 7 </u> UOM: <u> CY </u>	Price: <input type="text" value="\$3,154.29"/>	Total: <input type="text" value="\$22,080.03"/>
4	STEEL REINFORCEMENT	Quantity: <u> 2794 </u> UOM: <u> LB </u>	Price: <input type="text" value="\$4.63"/>	Total: <input type="text" value="\$12,936.22"/>
5	REMOVE CONCRETE MASONRY	Quantity: <u> 1 </u> UOM: <u> CY </u>	Price: <input type="text" value="\$6,900.00"/>	Total: <input type="text" value="\$6,900.00"/>
6	FOUNDATION PREPARATION	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$16,900.86"/>	Total: <input type="text" value="\$16,900.86"/>
7	BITUMINOUS SURFACE COURSE	Quantity: <u> 4 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$661.14"/>	Total: <input type="text" value="\$2,644.56"/>
8	BITUMINOUS BASE COURSE	Quantity: <u> 7 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$518.85"/>	Total: <input type="text" value="\$3,631.95"/>

9	DGA BASE	Quantity: <u>21</u> UOM: <u>TON</u>	Price: <input type="text" value="\$187.50"/>	Total: <input type="text" value="\$3,937.50"/>
10	BACKFILLING	Quantity: <u>132</u> UOM: <u>CY</u>	Price: <input type="text" value="\$39.12"/>	Total: <input type="text" value="\$5,163.84"/>
11	CONTAMINATED SOIL DISPOSAL	Quantity: <u>78</u> UOM: <u>LF</u>	Price: <input type="text" value="\$154.80"/>	Total: <input type="text" value="\$12,074.40"/>
12	CLEAN NO. 57 STONE BACKFILL	Quantity: <u>52</u> UOM: <u>TON</u>	Price: <input type="text" value="\$87.02"/>	Total: <input type="text" value="\$4,525.04"/>
13	STANDARD CURB AND GUTTER	Quantity: <u>40</u> UOM: <u>LF</u>	Price: <input type="text" value="\$171.43"/>	Total: <input type="text" value="\$6,857.20"/>
14	EROSION CONTROL	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <input type="text" value="\$3,756.47"/>	Total: <input type="text" value="\$3,756.47"/>
15	MAINTAIN & CONTROL TRAFFIC	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <input type="text" value="\$19,740.42"/>	Total: <input type="text" value="\$19,740.42"/>
16	FINAL CLEANUP	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <input type="text" value="\$3,113.06"/>	Total: <input type="text" value="\$3,113.06"/>
17	RECORD DRAWINGS	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <input type="text" value="\$300.00"/>	Total: <input type="text" value="\$300.00"/>
18	ROADWAY EXCAVATION	Quantity: <u>60</u> UOM: <u>SY</u>	Price: <input type="text" value="\$182.70"/>	Total: <input type="text" value="\$10,962.00"/>
19	SAWCUT PAVEMENT	Quantity: <u>100</u> UOM: <u>LF</u>	Price: <input type="text" value="\$4.91"/>	Total: <input type="text" value="\$491.00"/>
20	MOBILIZATION	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <input type="text" value="\$2,587.50"/>	Total: <input type="text" value="\$2,587.50"/>
21	DEMOBILIZATION	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <input type="text" value="\$2,587.50"/>	Total: <input type="text" value="\$2,587.50"/>

Response Total: \$155,195.24



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700**

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Todd Johnson Contracting, Inc.
497 Dillehay Street
Danville, KY 40422

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

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
Flemingsburg, OH 40507

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

BOND AMOUNT:

5% Five Percent of Amount Bid

PROJECT:

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

INSTALLATION OF NEW MANHOLE STRUCTURE ON TOP OF AN EXISTING CONCRETE CULVERT (12'X8') APPROX. 18.5' FROM THE ROADWAY SURFACE TO THE FLOWLINE.

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 20th day of December, 2022

Jeremy Johnson
(Witness)

Jason Thomas
(Witness)

Todd Johnson Contracting, Inc.
(Principal) _____ (Seal)
By: Kevin Johnson
(Title) President

UNITED FIRE & CASUALTY COMPANY
(Surety) _____ (Seal)
By: Erica Thomas
(Title) Attorney in Fact Erica Thomas

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN S. MEEHAN, DEBORAH L. BURTON, WALTER M. ZOLLA, ERICA THOMAS, DEBRA HUTTS, CATHERINE M. KRUEGER,
 EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

4th day of September, 2013

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President



State of Iowa, County of Linn, ss:

On 4th day of September, 2013, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 20th day of December, 2022.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

PART III

Invitation to Bid No. 141-2022
De Roode Street Manhole Project

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 12-20-22

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

This Proposal Submitted by Jodd Johnson Contracting, Inc
497 Dillehay St. Danville, KY 40422
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, 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 **De Roode Street Manhole 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.

BIDDER hereby agrees to commence work under this contract as to be specified in the Notice to Proceed and to fully complete the project within **ninety (90) consecutive calendar days** thereafter. BIDDER further agrees to pay liquidated damages, the sum of **\$600.00** for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 12-6-22

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

2. LEGAL STATUS OF BIDDER

Bidder Todd Johnson Contracting Inc

Date 12-20-22

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Linda Johnson, bearing the official title of President, 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 (KYTC)

Revised July 2022

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: 12-20-22
Affidavit Expiration Date: 12-20-23
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with KRS 45A 110 and KRS 45A 115, neither the bidder or offeror as defined in KRS 45A 070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A 485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in KRS 45A 607.
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A 236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.
 - g. The bidder or offeror swears and affirms that they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with KRS 121 056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121 150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 2 OF 2

- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

Linda Johnson
Signature
President
Title

Linda Johnson
Printed Name
12.20.22
Date

Company Name Todd Johnson Contracting, Inc
Address 497 Dillehay St
Danville, KY 40422

Commonwealth of Kentucky Vendor Code (if known)

Subscribed and sworn to before me by Linda Johnson President
(Affiant) (Title)

of Todd Johnson Contracting Inc this 20 day of December 2022
(Company Name)

Amanda Johnson
Notary Public
[seal of notary] My commission expires: 11/8/25

BIDDERS AFFIDAVIT (LFUCG)

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

1. His/her name is President
and he/she is the individual submitting the bid or is the authorized representative of Todd Johnson Contracting, Inc, 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 Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
6. 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.

Linda Johnson
Signature

Linda Johnson
Printed Name

Title

Date

BIDDERS AFFIDAVIT (LFUCG)

Page 2 of 2

Company Name Todd Johnson Contracting, Inc

Address 497 Dillehay St. Danville, KY 40422

Subscribed and sworn to before me by Linda Johnson
(Affiant)

President
(Title)

of Todd Johnson Contracting, Inc this 19th day of December, 2022.
(Company Name)

Amanda Johnson

Notary Public
[seal of notary]

My commission expires: 11/18/25

4. **BID SCHEDULE – SCHEDULE OF VALUES**

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

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

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

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.

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

Payment:

Accepted quantities for Work shall be paid for at their respective Contract "Unit Price" as quoted (which shall be for all Work required under this Section) and paid per "Unit To Bid On" of specified "Description" satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the Work.

Digital Bid Submittals:

Bidders shall submit Bid Schedule Excel spreadsheet via Ion Wave. Page P-15 must be fully executed and submitted via IonWave. The excel spreadsheet is available through the LFUCG's Ion Wave website (<https://lexingtonky.ionwave.net>).

Bid Schedule

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	TOTAL
NBC	SURVEYING STAKEOUT	1	LS	5865.01	\$	5865.01
01768	MANHOLE TYPE C MOD	1	EA	8140.68	\$	8140.68
08100	CLASS "A" CONCRETE	7	CY	3154.29	\$	22080.03
08150	STEEL REINFORCEMENT	2,794	LB	4.63	\$	12936.22
02403	REMOVE CONCRETE MASONRY	1	CY	6900.00	\$	6900.00
08003	FOUNDATION PREPARATION	1	LS	16900.86	\$	16900.86
40072	BITUMINOUS SURFACE COURSE	4	TN	661.14	\$	2644.56
40073	BITUMINOUS BASE COURSE	7	TN	518.85	\$	3631.95
00001	DGA BASE	21	TN	187.50	\$	3937.50
02184	BACKFILLING	132	CY	39.12	\$	5163.84
02183	CONTAMINATED SOIL DISPOSAL	78	TN	154.80	\$	12074.40
NBC	CLEAN NO. 57 STONE BACKFILL	52	TN	87.02	\$	4525.04
01810	STANDARD CURB AND GUTTER	40	LF	171.43	\$	6857.20
21415ND	EROSION CONTROL	1	LS	3756.47	\$	3756.47
02650	MAINTAIN & CONTROL TRAFFIC	1	LS	19740.42	\$	19740.42
NBC	FINAL CLEANUP	1	LS	3113.06	\$	3113.06
NBC	RECORD DRAWINGS	1	LS	300.00	\$	300.00
2200	ROADWAY EXCAVATION	60	SY	182.70	\$	10962.00
20550ND	SAWCUT PAVEMENT	100	LF	4.91	\$	491.00
2568	MOBILIZATION	1	LS	2587.50	\$	2587.50
2569	DEMOBILIZATION	1	LS	2587.50	\$	2587.50

PROPOSED BID = 155,195.24

TOTAL OF BASE BID PRICES FOR DE ROODE STREET MANHOLE PROJECT:

One Hundred fifty five thousand one Hundred
ninety five dollars and twenty four cents (\$ 155,195.24).

Submitted by: Todd Johnson Contracting, Inc
Firm

497 Dillehay St.
Address

Danville, KY 40422
City, State & Zip

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

Linda Johnson President
Signature of Authorized Company Representative - Title

Linda Johnson
Representative/s Name (Typed or Printed)

859-238-9489
Area Code - Phone - Fax #

linjohn@toddjohnson
E-Mail Address

OFFICIAL ADDRESS:

497 Dillehay Street
Danville, KY 40422

(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: Todd Johnson Contracting, Inc
2. Permanent Place of Business: 499 Dillehay St. Danville, KY 40422
3. When Organized: 10-1-93
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:
Trackhoes, Dozers, Backhoes, Skidsteers, Dump Trucks,

(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:
United Fire + Casualty Company (Surety)
Signed: Erica Thomas (Representative of Surety)
8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<i>Attached</i>		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<i>Equestrian View Est.</i>	<i>Lexington</i>	<i>697,621</i>

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
<i>Jeremy Johnson</i>	<i>Operation Manager</i>	<i>29</i>
<i>Dunter Jeffries</i>	<i>Foreman</i>	<i>6</i>

Todd Johnson Contracting, Inc. Schedule B

Project Number	Location	Description	Contract Amount	Owner	Completion
201207	Lexington	Meadows Sewer Installation	1,476,330.16	City of Lexington	Completed
201472	Owenton	Replaced 2 Streets Water mains	708,492.70	Kentucky American Wtr	Completed
201504	Lexington	KAW-Waterline, Hydrants	33,350.00	Kentucky American Wtr	Completed
201505	Lexington	Kaw-Waterline, Hydrants	90,780.34	Kentucky American Wtr	Completed
201506	Lexington	Davis-Elliott-trench	5,814.50	Davis Elliott	Completed
201507	Frankfort	KY Interceptor/New Sewer Install	3,064,981.32	City of Frankfort	Completed
201508	Owenton	KAW Vault and Valve Replacement	33,047.28	Kentucky American Wtr	Completed
201509	Lexington	KAW Fire Service Installation	27,571.25	Kentucky American Wtr	Completed
201510	Lexington	KAW-Fire Service Installation	38,879.40	Kentucky American Wtr	Completed
201512	Owenton	Kaw Phase II/water	326,143.31	Kentucky American Wtr	Completed
201513	Owenton	Owenton Curb/Gutter	63,215.73	Kentucky American Wtr	Completed
201514	Lexington	UK Pedestrian Walkway	23,142.00	University of Kentucky	Completed
201515	Owenton	KAW -Utilities Sewer Taps	19,362.50	Kentucky American Wtr	Completed
201516	Lexington	KAW Hydrant/Fire Service	49,619.30	Kentucky American Wtr	Completed
201517	Owenton	KAW North Valve Replacement	23,835.91	Kentucky American Wtr	Completed
201518	Owenton	KAW Emergency WTR Main Break	13,578.15	Kentucky American Wtr	Completed
201609	Danville	Centre College Utility Sitewrk	401,975.14	Kentucky American Wtr	Completed
201610	Owenton	KAW Owenton Phs II Utility Repla	456,070.96	Kentucky American Wtr	Completed
201614	Lexington	KAW Summit Complex utilities	240,316.20	Kentucky American Wtr	Completed
201623	Danville	Pump Station/Sewer installation	1,261,693.06	City of Danville	Completed
201628	Owenton	Demo Water Treatment Plant	487,725.70	Kentucky American Wtr	Completed
201722	Danville	Site Work/Gravity Sewer	342,415.00	FMC-David E. Looper	Completed
201803	Danville	Concrete/utilites to new additio	159,544.16	WalMart Corporation	Completed
201811	Richmond	Gravity Sewer	766,244.27	Richmond Utilities	Completed
201814	Lexington	Site Work, Sewer	463,580.00	Continental Properties	Completed
201819	Danville	Site Work, Sewer	1,121,829.78	Centre College	Completed
201820	Owenton	WWTP Lagoon Utilities replaced	1,502,328.68	Kentucky American Wtr	Completed
201907	Lexington	Athen Boonesboro Road	219,497.00	Kentucky American Wtr	Completed
201914	Lexington	Newmarket Utilities	254,562.97	North Forty Properties	Completed
201916	Louisville	River Bluff Utilities	121,758.11	Louisville Water Co	Completed
201923	Danville	Sitework Utilities/Sewer Install	1,062,340.00	Meggett Aircraft Co	Completed
202001	Lexington	Sitework, Utilities/water/Sewer	512,402.00	City of Lexington	Completed
202003	Lexington	Utilities-Emergency water main	22,036.20	Kentucky American Wtr	Completed
202004	Louisville	Greenbelt Utilities	182,192.02	Louisville Water Co	Completed
202005	Lexington	Old Todds Road Utilities/Bridge	509,078.07	City of Lexington	Completed
202009	Owenton	Peninsula Force Main	109,440.16	Kentucky American Wtr	Completed
202010	Spencer Co	Loves Lane Project	296,503.99	Spencer Co Fiscal Court	Completed
202024	Louisville	Gridtie-Utilities-Water	67,071.60	Louisville Water Co	Completed
202026	Lexington	Castlewood Utilities	285,838.07	Kentucky American Wtr	Completed

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
<u>Cedar Valley</u>	<u>Seeding / strawing</u>	<u>✓</u>	<u>2</u>
<u>Safety Co</u>	<u>Traffic Control</u>	<u> </u>	<u>12.4</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:

Todd Johnson Contracting, Inc
(Name of Contracting Firm)

BY: Linda Johnson

TITLE: President

DATE 12-20-22, 2014

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 **SUBCONTRACTOR** **DBE** **% of**
MAJOR ITEM Such as: Concrete, **Yes/No** **Work**
 bituminous paving, concrete, pavement markings,
 construction staking, etc.

1. <u>Seed/strawing</u>	Name: <u>Cedar Valley</u> <u>851 Redmon Rd</u> Address: <u>Paris, KY 40361</u>	<input checked="" type="checkbox"/>	<u>2</u>
2. <u>Traffic Control</u>	Name: <u>SafetyCo</u> <u>2400 Miller Lane</u> Address: <u>Louisville, KY 40216</u>	<input type="checkbox"/>	<u>12.6</u>
3. _____	Name: _____ Address: _____	<input type="checkbox"/>	_____
4. _____	Name: _____ Address: _____	<input type="checkbox"/>	_____
5. _____	Name: _____ Address: _____	<input type="checkbox"/>	_____
6. _____	Name: _____ Address: _____	<input type="checkbox"/>	_____
7. _____	Name: _____ Address: _____	<input type="checkbox"/>	_____

(Attach additional sheet(s) if necessary.)

7. LIST OF MATERIALS/ SUPPLIERS

Bidders are hereby advised that this list must be complete and submitted with the Bid.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Item	Brand Name, Manufacturer and/or Supplier
1. Concrete Supplier	<u>SRM</u>
2. Asphalt Supplier	<u>ATS</u>

END LIST OF MATERIALS AND EQUIPMENT

8. DBE SUB-CONTRACTOR BIDDERS LIST

The Department of Transportation Federal Regulations requires that the Kentucky Transportation Cabinet provide a bidders list to be maintained in the Office of Personnel Management, Small Business Development Branch (49CFR 26:11) for each federally funded project awarded.

Project No.

List all quotes/bids received on this project.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. *Cedar Valley Seeding*
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers contacted who did NOT submit quotes/bids for this project.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

Non-DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. *Sefton Co*
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

If you need additional space, please attach a separate page. If you need assistance regarding this form, please contact Melvin Bynes or Anita Hall at (502)564-3601.

9. CERTIFICATION FOR FEDERAL-AID CONTRACT

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.

2. If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participation also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Todd Johnson Contracting, Inc

(Name of Individual, Co-Partnership, or Corporation submitting bid)

Linda Johnson

(Printed Name of officer signing certification)

President

(Title)

Linda Johnson

(Signature)

12-20-2022

(Date)

10. CERTIFICATION OF PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The President, hereby certifies that he/she Linda Johnson, participated in previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he, filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Todd Johnson Contracting, Inc
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Linda Johnson President
(Name of Officer or Authorized Agent) (Title)

Linda Johnson 12-20-22
(Signature) (Date)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

11. CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO: TAP 4003 012

I, Linda Johnson, President
(Name of officer or Authorized Agent) (Title)

under penalty of perjury under the laws of the United States, do hereby certify that, except as noted below,

Sodd Johnson Contracting, Inc
(Name of Individual, Co-Partnership, or Corporation submitting bid)

any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntarily exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions: *None*

Sodd Johnson Contracting, Inc
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Linda Johnson President
(Name of Officer or Authorized Agent) (Title)

Linda Johnson 12-20-22
(Signature) (Date)

12. CERTIFICATION OF BID PROPOSAL/DBE

We (I) proposed to furnish all labor, equipment and material necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made necessary revisions to the bid proposal. We have considered all addendum(s) in calculation of the submitted bid and applied the updated bid items, which are included.

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (DBE) in amount of 3103.06 percent (2 %) of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program."

Todd Johnson Contracting, Inc

(Name of Individual, Co-Partnership, or Corporation submitting bid)

Linda Johnson

(Name of Officer or Authorized Agent)

President

(Title)

Linda Johnson

(Signature)

12-20-27

(Date)

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.

13. KENTUCKY TRANSPORTATION CABINET – DBE PROVISIONS

KENTUCKY TRANSPORTATION CABINET – DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

SECOND TIER SUBCONTRACTS

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

It is the policy of the Lexington-Fayette Urban County Government ("LFUCG") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the LFUCG. To that end, the LFUCG will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The LFUCG, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to LFUCG contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the LFUCG.

Failure by the contractor to carry out these requirements is a material breach of its contract with the LFUCG, which may result in the termination of the contract or such other remedy as the LFUCG deems necessary.

DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract by the Kentucky Transportation Cabinet is a **five percent (5%)** goal of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in a least the percent of the contract as set forth above as goals for this contract.

OBLIGATION OF CONTRACTORS

If a formal goal has not been designated for the contract, all contractors are expected to meet LFUCG 5% MWDBE goal, unless otherwise stated. Contractor shall also consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

CERTIFICATION OF CONTRACT GOAL

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE ACCEPTED. These bids will not be considered for award by the LFUCG and they will be returned to the bidder.

“The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (“DBE”) in the amount of KYTC 2 % of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Lexington-Fayette Urban County Government related to participation and **Kentucky Transportation Cabinet** pertaining to the DBE Program.”

DBEs utilized in achieving the DBE goal must be certified and pre-qualified for the work items at the time the bid is submitted.

DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 14-35 DBE, within 5 days of the letting. This is necessary before the LFUCG Division of Central Purchasing will review and make a recommendation. The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item, unit, quantity, unit price and total amount of the work to be performed by the individual DBE and the project bid number.
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows;
 - a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and

- The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
 - b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc;
 - c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE's certificate of insurance, and the Required Affidavit of Bidders, Offerors, and Contractors from the DBE to the LFUCG Division of Central Purchasing. The Required Affidavit of Bidders, Offerors and Contractors is included with these bid documents and should be returned with your bid. If the DBE is a supplier of materials for the project, a signed purchase order and a Required Affidavit for Bidders, Offerors, and Contractors must be submitted to the LFUCG Division of Central Purchasing.

Changes to DBE Participation Plans or DBE substitutions must be approved by the LFUCG Division of Central Purchasing. The LFUCG may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort documentation to satisfy the LFUCG that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the bid date. DBEs utilized in achieving the DBE goal must be certified and pre-qualified for the work items at the time the bid is submitted. One complete set of this information must be received in the office of the LFUCG Division of Central Purchasing no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the LFUCG considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Efforts documentation shall include, but may not be limited to information showing evidence of the following:

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by LFUCG to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting that are pre-qualified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are pre-qualified in the subcontracted areas, the bidder must notify the Minority Business Enterprise Liaison in the Division of Central Purchasing to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
- 8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;

- 9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
- 10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
- 11 Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the LFUCG Division of Central Purchasing based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person with representatives from the Division of Central Purchasing. The bidder will be notified of the Division of Central Purchasing's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of Central Purchasing's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by Central Purchasing. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the LFUCG Division of Central Purchasing.

The LFUCG Division of Central Purchasing reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or

- Termination of the contract.

PROMPT PAYMENT

- The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the LFUCG Division of Central Purchasing for work performed or materials furnished

CONTRACTOR REPORTING All Contractors must report on their progress in meeting the DBE requirement on any construction contracts. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers and show the documented proof.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

Photocopied payments and completed form to be submitted to:

**Office of Civil Rights and Small
Business Development 6th Floor
West 200 Mero Street Frankfort, KY 40622**

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the LFUCG Division of Central Purchasing policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the LFUCG Division of Central Purchasing.

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION PROCUREMENT
DBE Plan/SUBCONTRACT REQUEST

CONTRACT ID (CONTID)

Subcontract #:

TO:

FROM:

SUBJECT:

141-2022

Rachel Mills, Director

Division of Construction Procurement

Prime Contractor
Todd Johnson Contracting

County
Yooper Etc

1st Tier Subcontractor:
141-2022
(if applicable)

I hereby request to utilize for DBE participation a portion of the subject project to:

Cedar Valley Seeding

of

Federal

DBE

The amount to be subcontracted by this request is

DBE

(original contract) or a subcontract amount of

61296805 KY 074565

or

3103.04 Contract

Worth

or

of the

Contract

Worth

%

Amount

Contract

Worth

%

Amount

Contract

Worth

%

Amount

Contract

Worth

%

Amount

Contract

Worth

%

Amount

Contract

Worth

%

Amount

Contract

Worth

%

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

<u>None</u>

DBE Amount

DBE %

Contract "Worth"

Contract %

Totals based on original contract amounts

This section applicable if DBE firm is also a Subcontractor of work on Project:
This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

Todd Johnson

Prime Contractor's Signature

12-20-22

Date

1st Tier Subcontractor's Signature (if applicable)

Date

DBE Participant Signature

Date

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION PROCUREMENT
DBE Plan/SUBCONTRACT REQUEST

Cedar Valley Seeding

DBE Firm

Contract ID (ContID) 141-2023

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.
(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The items to be subcontracted are as follows:

Supplier 60% Y/N	Project Control (PCN) Number	Project Line Number	Category Number	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
		1102c		Seeding 150d	LS	1		3103.06	1		3103.06
Page Total											

Comments:

14. NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO: TAP 4003 012

I, Linda Johnson, President,
(Name of officer or Authorized Agent) (Title)

under penalty of perjury under the laws of the United States, do hereby certify that

Todd Johnson Contracting, Inc
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

Linda Johnson President
(Name of Officer or Authorized Agent) (Title)

Linda Johnson 12-20-22
(Signature) (Date)

Attached

15. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

Jeremy Johnson
505 Upper Salt River Road
Danville, KY 40422
859-583-8040

1993-2021 Vice President of Todd Johnson Contracting, Inc.

Operations Manager

Responsible for coordination and management of onsite construction activities from project startup to completion; and for ensuring that work performed by Todd Johnson Contracting team members and subcontractors were performed safely, met or exceeded quality standards, and was within budget and on schedule

Experienced in highway, bridges, residential, commercial and industrial construction, including office complexes, municipal buildings, and retail outlets.

Estimator: Document review of plans and specifications, estimating and preparing of bid documents, scheduling and maintaining the schedules.

Monitor all material, labor and equipment cost of each project, maintain weekly reports on cost.

Manage all Subcontractors on projects

Weekly Safety Meeting with employees

Coordinate daily schedules with all supervisors
Schedule all vendor material deliveries

Pre-construction meetings with owners

Responsible for safety inspections on each project

Monthly progress meeting with Owners, Engineers and Architects

Competent Person for Projects

Utilize Insite software for estimating

Board of Directors member

1991-1993 Central Rock Company
Road Crew Laborer, Blasting Apprentice, Operator

HUNTER JEFFRIES

Danville, KY 40422 ♦ (859) 324-9239 ♦ hunter.jeffries@gmail.com

LINKS

- <https://www.linkedin.com/in/hunter-jeffries-614b86158/>

PROFESSIONAL SUMMARY

Professional Estimator with strong problem-solving and communication abilities. Proficient in material cost estimate software and Microsoft Office. Talented in computing cost estimates for materials, labor, equipment, and production activities for small- and large-scale projects.

SKILLS

- Budgeting
- Commercial construction
- Blueprints and schematics
- Project estimation and bidding
- Project coordination
- Proposal writing
- Schedule oversight
- Data Collection
- InSite Software expertise
- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint

WORK HISTORY

Senior Estimator, 06/2018 to Current

Todd Johnson Contracting, INC. – Danville, KY

- Utilized cost estimation systems to document project information, create estimates and revise project costs to reflect current data.
- Developed estimates and takeoffs while drafting detailed proposals.
- Prepared material orders to complete projects on time and within budget.
- Analyzed and calculated field measurements, survey plans and plot plans to create proposals and process work orders.
- Provided accurate estimates by defining scope, timelines, potential setbacks and limitations.
- Prepared estimates used by management for purposes such as planning, organizing and scheduling work.
- Maintained privacy and confidentiality of all information for existing and prospective clients to protect personal and business interests.
- Collected historical cost data to estimate costs for current or future products.
- Using InSite software for my takeoffs, using blueprints provided by owner.
- Importing existing and proposed grades into insite to accurately determine the yardage for Mass grading

projects.

- Importing boring logs to account for the bedrock on site
- Entering in all utilities to determine trench rock on site, and the approximate tonnage of backfill to be required for the project.

Project Coordinator, 12/2017 to 05/2018

Todd Johnson Contracting – City of Danville, KY

- Gathered requirements for ongoing projects and organized details for management use.
- Collaborated with project owners and team members to set ambitious but achievable goals.
- Formulated complete project plans and coordinated engineering, design and shop drawing efforts.
- Counseled departmental leaders to determine issues and deliver solutions to individualized problems and concerns.
- Diagnosed and repaired computer hardware and network systems.
- Communicated daily with vendors to keep project fully operational.
- Gathering submittals to get materials approved for the job.
- Created Gantt charts to keep track of the project schedule, and to ensure that project is to be completed within the timeframe.
- Scheduling subcontractors for projects

General Construction Laborer, 05/2016 to 11/2017

Todd Johnson Contracting, INC. – Danville, KY

- Assisted crew members with complex tasks requiring close teamwork and coordination to meet quality specifications.
- Kept work area clean, neat and well-stocked to maximize productivity.
- Completed daily maintenance tasks in record time to maximize productivity.
- Assembled and installed underground pipe, fittings and valves of various sizes.
- Used hand signals to direct equipment operators and alert to hazards.
- Read and understood drawings, written instructions and blueprints to plan work and layout pipe.
- Reviewed schematics and measured pipes to make accurate cuts.
- Used critical thinking to break down problems, evaluate solutions and make decisions.
- Leveled, smoothed and finished surfaces of poured concrete for construction projects.
- Saw Cutting through asphalt, and concrete.
- Setting up signs for Traffic Control
- Flagging
- Operated some heavy equipment, (backhoes, excavators, skid steers)
- Set up Erosion Control on many different projects, (silt fence, construction entrances, concrete washout pits)
- Operated GPS Navigational Systems, (TopCon)
- Setting up GPS Systems within the dozers on site.
- Localizing projects (Setting up base station, importing files to data collector, setting up control points to establish accurate data on site)

Construction Laborer, 07/2015 to 08/2016

City Of Danville Public Works – Danville, KY

- Interpreted job site supervisor's orders and technical documentation to complete accurate work.
- Gathered waste and trash from job sites for placement in refuse containers to keep job sites clean and organized.
- Worked independently in fast-paced environment while meeting productivity and quality expectations.
- Gathered and disposed of work site debris to remove safety hazards and boost team productivity.
- Communicated with equipment operators to effectively assign equipment and manage smooth materials movements.
- Performed general housekeeping and cleaning tasks, including, sweeping, pulling weeds, painting and power washing.
- Mixed and sprayed fertilizers, herbicides and insecticides onto shrubs, trees and grass to maintain soil fertility and defend against weeds and insects.
- Used shears, pruners and chainsaws to prune and trim hedges and shrubs.
- Operated shredding and chipping equipment and fed limbs and brush into machines.
- Shoveled materials such as dirt, gravel and asphalt.
- Clear areas in preparation for laying down asphalt.
- Kept traffic away from job sites to protect workers, equipment and private individuals.

EDUCATION

Associate of Arts: Construction Management, 12/2020

Bluegrass Community And Technical College - Lexington, KY

Certificate: Erosion Control Inspector, 12/2020

University Of Kentucky - Lexington, KY

LINDA JOHNSON
6645 Lebanon Road
DANVILLE, KY 40422
(859) 236-6475

QUALIFICATIONS:

Offering twenty years in office management, administration, accounting, human resources, purchasing, and data processing.

Windows 98, Windows XP, Lotus, Excel, Word, Microsoft Works, Quest Solutions Software and Digitizing Board for estimating, Topcon Software, Quick books Pro and Master Builders.

Experience:

- 1967-1977 Genesco: Office clerk: Duties included data entry of labor, and time studies. Certified Brakes: Secretary for Plant Manager transferred to
- 1978-1987 Data Processing as Assistant Manager, duties included managing six data entry clerks, monthly and yearly close, physical inventory for entire plant.
- 1988-1998 E. D. Bullard Company: Assistant Human Resource Manager: Duties included all personnel responsibilities, insurance, safety program seminars, orientations, interviewing, hires, termination's and counseling.
- 1993-2022 Todd Johnson Contracting, Inc.
President
Duties Include: Plan, organize, direct coordinate and control the business operations.
Implement the general policies set by the Board of Directors
Set policies on the establishment and maintenance of the organization and to aid in the implementation of the directives set forth by the Board of Directors.
Select and appoint other key managers of the Company.
Ensure that a complete manual of policies and procedure is maintained and kept up-to-date to serve as a guide for all personnel.
Ensure the performance and operations of the company is in compliance with all pertinent government laws, rules and regulations.
Ensure the proper and complete handling of audits, financing, fiscal continuity and corporate taxes.

16. EQUAL OPPORTUNITY AGREEMENT

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons.



Signature



Name of Business

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.

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

It is the policy of Todd Johnson Contracting, Inc

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.

Amanda Johnson 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 859-238-9489.

Signature: Amanda Johnson
(Bidding Contractor)

Title: President

Date: 12-20-22

18. WORKFORCE ANALYSIS FORM

Name of Organization: Todd Johnson Contracting, Inc

Date: 12 / 20 / 22

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2	1	1														
Professionals																	
Superintendents	2	2															
Supervisors																	
Foremen	3	3															
Technicians																	
Protective Service																	
Para-Professionals	3		3														
Office/Clerical	14		14														
Skilled Craft																	
Service/Maintenance																	
Total:	24	20	4														

Prepared By: Todd Johnson

19. EVIDENCE OF INSURABILITY

Names Insured: Todd Johnson Contracting, Inc
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Address: 497 Dille bay St, Danville, KY 40422
Employee ID: 61-1246905
Phone: 859-238-9489

Project to be insured: De Roode Street Manhole Project

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 1, Part 1.3 - see provisions	CGI	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ \$1,000,000 per occ \$2,000,000 agg	United Fire & Casualty	018245	A
SC-3, Section 1, Part 1.3 - see provisions	AUTO	\$1,000,000 per occ.	\$ \$1,000,000 each acc	United Fire & Casualty	018245	A
SC-3, Section 1, Part 1.3 - see provisions	WC	Statutory w endorsement as noted	\$ Statutory \$4,500,000 EL	Kentucky AGC/SIF	055002	A-
SC-3, Section 1, Part 1.3 - see provisions	EXC	\$5,000,000 per occ.	\$ 10,000,000 per occ	United Fire & Casualty	018245	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.

USI Insurance Services
Agency or Brokerage
435 N Whittington Parkway
Street Address
Louisville KY 40222
City State Zip
(502) 815-5200
Telephone Number

Walter M. Zolla
Name of Authorized Representative
VP
Title
Walter M. Zolla
Authorized Signature
12/19/2022
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.

20. **DEBARRED FIRMS**

PROJECT NAME: De Roode Street Manhole Project

BID NUMBER: 141-2022

**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 Todd Johnson Contracting, Inc 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.

Todd Johnson Contracting, Inc
Name of Firm Submitting Bid

Tim Johnson
Signature of Authorized Official

President
Title

12-20-22
Date

21. 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: Todd Johnson Contracting Inc

Project: De Roode Street Manhole Project

Printed Name and Title of Authorized Representative: Linda Johnson President

Signature: Linda Johnson

Date: 12-20-22

22. PROVISIONS RELATIVE TO SENATE BILL 45A-485

Pursuant to 1994's Senate Bill 258, the bidder/offeror shall reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS Chapter 136, 139, 141, 337, 338, 341 and 342.

For the purpose of complying with the provisions of Senate Bill 258, please list any final determination(s) of violation(s) of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which have been rendered against the bidder or offeror within the five (5) years preceding the award of this contract. Please include, the date of the determination the state agency issuing the determination. (Please use extra sheets if necessary.)

KRS VIOLATION	DATE	STATE AGENCY
<i>None</i>		

The contractor is further notified that 1994's Senate Bill 258 requires that for the duration of this contract, the contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342, which apply to the contractor's operations. Senate Bill 258, further provides that the contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341 and 342, or failure to comply with the above-cited statues for the duration of the contact, shall be grounds for the Commonwealth's cancellation of the contract, and the contractor's disqualification from eligibility to bid or submit proposals to the Commonwealth for a period of two (2) years.

23. EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (7) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not

limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, for a period of one (1) year after the latter of:


- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

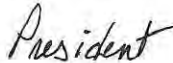
If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

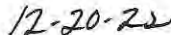
In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.



Signature of Authorized Official



Title



Date

END OF SECTION



ADDENDUM No. 1

Bid Number: **#141-2022**

Date: December 6, 2022

Subject: De Roode Street Manhole Project

Address inquiries to:
Q&A Module on Ion Wave

Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

	Questions	Answers
1.	None at this time.	
2.		
3.		

1. CLARIFICATIONS

A. Meeting minutes from the Pre-Bid Meeting held on December 5, 2022, are attached.

2. DRAWINGS

A. None at this time.

3. SPECIFICATIONS

A. None at this time.



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

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: Todd Johnson Contracting Inc

ADDRESS: 497 Dillehay St. Danville KY 40422

SIGNATURE OF BIDDER: Todd Johnson

