

PART III
FORM OF PROPOSAL

**TOWN BRANCH WASTEWATER TREATMENT PLANT
RAS/WAS PUMP STATION IMPROVEMENTS
BID NO. 128-2021
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,
KENTUCKY**

Place: Lexington, Kentucky

Date: 01/13/2022

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

This Proposal Submitted by W. Principles D/B/A The Walker Company of KY

200 Apperson Heights, Suite 200 Mt. Sterling, KY 40353

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KENTUCKY, doing business as LLC

"a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government
(Hereinafter called "OWNER")
Office of the Director of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **TOWN BRANCH WASTEWATER TREATMENT PLANT RAS/WAS PUMP STATION IMPROVEMENTS** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of **\$1,500.00** for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 01 Date 12/28/2021

Addendum No. 02 Date 12/30/2021

Addendum No. 03 Date 01/06/2022

Addendum No. 04 Date 01/12/2022

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 W. Principles D/B/A The Walker Company of KY

Date 01/01/2022

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

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

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

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

3. BIDDERS AFFIDAVIT

Comes the Affiant, Jacob M. Schirmer, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jacob M. Schirmer and he/she is the individual submitting the bid or is the authorized representative of W PRINCIPLES, LLC dba THE WALKER COMPANY, the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

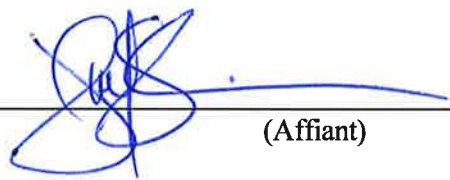
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

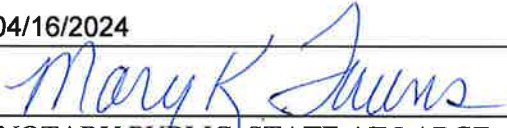


(Affiant)

STATE OF KENTUCKY

COUNTY OF MONTGOMERY

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jacob M. Schirmer on this the 13th day of January, 2022.

My Commission expires: 04/16/2024


NOTARY PUBLIC, STATE AT LARGE

4. LUMP SUM BASE BID

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following lump sum price which shall include the furnishing of all labor, materials, supplies, services, equipment and/or vehicle usage, all items of cost, overhead, taxes (federal, state, local), and profit for the CONTRACTOR and any Subcontractor involved. The Bidder must make the extensions and additions showing the total amount of bid. The contract, if awarded, will be on the basis of material and equipment specified in the specification without consideration of possible substitute or "Or equal" items. (Per Article 18 of the Information for Bidders). The LFUCG reserves the right to award the bid in its best interest and within fiscal constraints.

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

LUMP SUM BASE BID:

Two Million Seven Hundred Ninety-One thousand and no dollars	Dollars \$	2,791,000.00
(Words)		(Numbers)

See Section 01 29 00—Contract Considerations for discussion of cash allowances to include in the Bid.

Contract award will be made based on the Lump Sum Base Bid. The price for all Base Bid Equipment items shall be included in the Lump Sum Base Bid.

OWNER reserves the right to accept or reject any Equipment Alternatives to the Lump Sum Base Bid. If Alternatives designated by the OWNER are considered in the Award, the Alternatives shall be accepted in the sequence identified below and the lowest Lump Sum Bid shall be computed on the Base Bid. Consideration of Equipment Alternatives of the selected Bidder will be made by OWNER within 60 days after the Effective Date of the Agreement.

EQUIPMENT ALTERNATIVES

**TOWN BRANCH WASTEWATER TREATMENT PLANT
RAS/WAS PUMP STATION IMPROVEMENTS
BID NO. 128-2021
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,
KENTUCKY**

The name of the Base Bid equipment manufacturer which Bidder shall include in the Lump Sum Base Bid is listed for each equipment item. Where an alternative manufacturer is listed, Bidder shall include an add or deduct to the price of the equipment that Bidder included in the Lump Sum Base Bid. Where spaces are provided, Bidder may also bid other alternative manufacturers by writing in the alternative manufacturer's name. Equipment Alternative Bid prices shall include the entire cost of the Alternative, including cost for engineering changes to accommodate the Alternative, and additional work to be performed which is not shown on the Drawings, but which is required as a result of selection of the equipment Alternative.

Whether or not an alternative manufacturer is offered to one or more of the Base Bid equipment manufacturers provided for in the Bid Form, Bidder shall write (in numbers) the price for providing the Base Bid equipment manufacturer, as included in the Lump Sum Base Bid.

When more than one Base Bid equipment manufacturer name is listed for an item, Bidder shall circle the name of the equipment manufacturer selected for the Lump Sum Base Bid and write in the price for the selected equipment.

EQUIPMENT ALTERNATIVES

	Item	Equipment Base Bid Manufacturer Included in the Lump Sum Base Bid (Circle One)	Cost of Equipment Included in the Lump Sum Base Bid	Alternative Manufacturer	Add to Base Bid for Alternative Manufacturer	Deduct From Base Bid for Alternative Manufacturer
A.	Centrifugal Pumps (Section 43 25 10)	Flygt ABS	\$ 630,000	FLYGT	(+) _____ (+) 15,000	(-) _____ (-) _____
B.	WAS Pump Motors (Section 43 25 10)	Baldor US Motor	\$ 20,000	_____	(+) _____ (+) _____	(-) _____ (-) _____
C.	Motor Control Centers (Section 26 24 19)	Square D/Schneider	\$ 270,000	Allen-Bradley Eaton	(+) No bid (+) _____	(-) No bid (-) 45,000
D.	Actuators for Process Valves (Section 40 05 57)	Limitorque	\$ 50,000	_____	(+) _____ (+) _____	(-) _____ (-) _____

Submitted by: W PRINCIPLES, LLC dba THE WALKER COMPANY
Firm

200 Apperson Heights Suite 200
Address

Mt. Sterling, KY 40353
City, State & Zip

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

 / CEO
Signature of Authorized Company Representative – Title

Jacob M. Schirmer
Representative/s Name (Typed or Printed)

859-498-0092
Area Code – Phone – Extension *Fax #*

jschirmer@thewalkercompany.com
E-Mail Address

OFFICIAL ADDRESS:

200 Apperson Heights Suite 200

Mt. Sterling, KY 40353

_____ (Seal if Bid is by Corporation)

by signing this form you agree to ALL of the terms and associated forms.

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: W PRINCIPLES, LLC dba THE WALKER COMPANY
- 2. Permanent Place of Business: 200 Apperson Heights, Suite 200 Mt. Sterling, KY 40353
- 3. When Organized: 2019
- 4. Where Incorporated: KENTUCKY
- 5. Construction Plant and Equipment Available for this Project:

Cat Telehandler

Pallet Jack

Pickup Truck

(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 States Fire Insurance Company (Surety)

Signed:  (Representative of Surety)

Jeffrey M. Wilson, Attorney-in-Fact

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

50915

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey M. Wilson, Richard H. Mitchell, William M. Smith, Robert R. Freel, Anna K. Childress, Mark W. Edwards, II, Alisa B. Ferris,
Robert Read Davis

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686**

Sonia Scala

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 12th day of January 20 22

UNITED STATES FIRE INSURANCE COMPANY



Peter M. Quinn

Peter M. Quinn, Senior Vice President

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>
Brandenburg WWTP	Brandenburg, KY 40108	\$8,453,520
Marion WWTP	Marion, Ky 42064	\$13,685,000
Elkton WWTP Improv	Elkton, KY 42220	\$1,712,000

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Brandenburg WWTP	Brandenburg, KY 40108	\$8,453,520
Marion WWTP	Marion, Ky 42064	\$13,685,000
Elkton WWTP Improv	Elkton, KY 42220	\$1,712,000

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Josh Johnson	Project Manager	1
Garrett Norman	Project Engineer	1
Warren Rogers	Consultant	3

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>MAJORITY</u>
McKinney Painting, Inc	Marion WWTP	W	>51%
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

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

6. LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u>	
		<u>Yes/No</u>	<u>% of Work</u>
1. <u>Painting</u>	Name: <u>McKinney Painting, Inc</u> Address: <u>Versailles, KY 40383</u>	<u>Y</u>	<u>1%</u>
2. <u>Electrical</u>	Name: <u>AE Electrical Solutions</u> Address: <u>Frankfort, KY</u>	<u>N</u>	<u>24%</u>
3. <u>Roofing</u>	Name: <u>Big League Roofers</u> Address: <u>Lexington, KY</u>	<u>N</u>	<u>2%</u>
4. <u>HVAC</u>	Name: <u>Davis & Plomin</u> Address: <u>Lexington, KY</u>	<u>N</u>	<u>3%</u>
5. _____	Name: _____ Address: _____	_____	_____
6. _____	Name: _____ Address: _____	_____	_____
7. _____	Name: _____ Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)

7. **AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky _____. Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.

READ CAREFULLY – SIGN IN SPACE BELOW – FAILURE TO SIGN INVALIDATES BID.

Signed by  _____
Firm W PRINCIPLES, LLC dba THE WALKER COMPANY

Address 200 Apperson Heights Suite 200
Mt. Sterling, KY 40353

Telephone 859-498-0092

Date 01/13/2022

8. **STATEMENT OF EXPERIENCE**
(this section must be completed or your bid will be considered as non-responsive)

NAME OF INDIVIDUAL: Jacob M. Schirmer

POSITION/TITLE: CEO

STATEMENT OF EXPERIENCE: Responsible for leading numerous development projects and opportunities in Kentucky. 20 years commerical lending and banking experience. US Veteran

NAME OF INDIVIDUAL: Arthur E. Walker IV

POSITION/TITLE: COO

STATEMENT OF EXPERIENCE: Responsible for analyzing cash flow scenarios for development opportunities, project budgets, schedules and managing financial data for active projects

NAME OF INDIVIDUAL: Mary King Fawns

POSITION/TITLE: Office Manager

STATEMENT OF EXPERIENCE: Responsible for daily office activies, payroll and contract administration. 37 years of Federal Construction experience.

NAME OF INDIVIDUAL: Joshua Johnson

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: Responsible for leading WWTP from bid to completion. 7 years experience in Waste Water Field; coordination, procurement, managing crews and subs, scheduling, supervision, bidding

NAME OF INDIVIDUAL: Garrett Norman

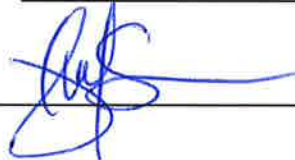
POSITION/TITLE: Project Engineer

STATEMENT OF EXPERIENCE: Responsible for assisting the PM for all WWTP. Review, submit and coordinating submittals; organize site delivery; assist PM. 4 years experience as PE

SEE ATTACHED

BY: W PRINCIPLES, LLC dba THE WALKER COMPANY
Name of Firm

DATE: 01/13/2022

BY: 

TITLE: CEO

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

NAME OF INDIVIDUAL: David Parker

POSITION/ TITLE: Project Superintendent

STATEMENT OF EXPERIENCE: Responsible for daily duties on job site. Oversee
crews, subcontractors, deliveries, schedule. 20 years experience of
General Construction, 6 years superintendent on Waste Water Projects

NAME OF INDIVIDUAL: _____

POSITION/ TITLE: _____

STATEMENT OF EXPERIENCE: _____

9. EQUAL OPPORTUNITY AGREEMENT

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:


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

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

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

Bidders

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



Signature

W PRINCIPLES, LLC dba THE WALKER COMPANY
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

- a. *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.*
- b. *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.

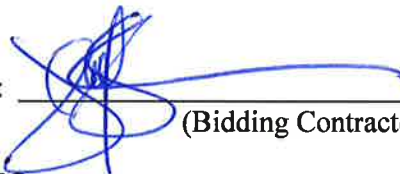
It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from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

10. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of W PRINCIPLES, LLC dba THE WALKER COMPANY
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.

Signature:  _____
(Bidding Contractor)

Title: CEO _____

Date: 01/13/2022 _____

11. WORKFORCE ANALYSIS FORM

Name of Organization: W PRINCIPLES, LLC dba THE WALKER COMPANY

Date: as of 12 / 31 / 2021

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	4	3	1					3	1
Professionals	4	4						4	
Superintendents	14	14						14	
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	2	2						2	
Skilled Craft/ Labor	47	33		1		13		47	
Service/Maintenance	3	1	2					1	2
Total:	74	57	3	1		13		71	3

Prepared By: Mary King Fawns

12. EVIDENCE OF INSURABILITY

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

Names Insured: W Principles, LLC dba The Walker Company of Kentucky
 Address: 200 Apperson Heights, Mt. Sterling, KY 40353
Mt. Sterling, KY

Employee ID: 84-3590572
 Phone: 859-498-0092

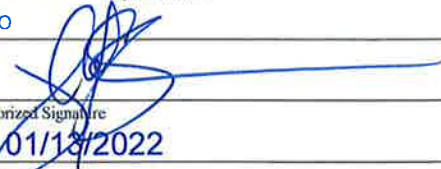
Project to be insured: _____

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC 1.3.D.1 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 per Occ & \$2,000,000 Aggregate	The Travelers Indemnity Co.	25658	AA+
SC 1.3.D.1 – see provisions	AUTO	\$2,000,000/per occ.	\$2,000,000/Occurrence	"	"	"
SC 1.3.D.1 – see provisions	WC	Statutory w /endorsement as noted	\$1,000,000 Each Accident	KY AGC Self Insurers' Fund		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.

McGriff
 Agency or Brokerage
2211 7th Avenue South
 Street Address
Birmingham AL 35233
 City State Zip
(205) 581-9406
 Telephone Number

Jake Schirmer
 Name of Authorized Representative
CEO
 Title

 Authorized Signature
01/18/2022
 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.

13. DEBARRED FIRMS

PROJECT NAME: Town Branch Wastewater Treatment Plant RAS/WAS Pump Station Improvements

BID NUMBER: 128-2021

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

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 W PRINCIPLES, LLC dba THE WALKER COMPANY 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.

W PRINCIPLES, LLC dba THE WALKER COMPANY

Name of Firm Submitting Bid



Signature of Authorized Official

CEO

Title

01/13/2022

Date

14. 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: W PRINCIPLES, LLC dba THE WALKER COMPANY

Project: Town Branch RAS-WAS Pump Station Improvements

Printed Name and Title of Authorized Representative: Jacob M. Schirmer, CEO

Signature:  _____

Date: 01/13/2022

END OF SECTION



ADDENDUM #1

Bid Number: **#128-2021**

Date: December 28, 2021

Subject: Town Branch RAS-WAS Pump Station Improvements

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

- 1. PART I—ADVERTISEMENT FOR BIDS
 - a. Page AB-5
- ADD:

- "13. A prebid meeting will not be held. Bidders can schedule site visits to Town Branch WWTP, 301 Jimmie Campbell Drive by contacting either Danny Hyatt, (859) 425-2413 or Rick Bowman, (859) 425-2475

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: W PRINCIPLES, LLC dba THE WALKER COMPANY

ADDRESS: 200 Apperson Heights, Suite 200 Mt. Sterling, KY 40353

SIGNATURE OF BIDDER: _____



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #2

Bid Number: **#128-2021**

Date: December 30, 2021

Subject: Town Branch RAS-WAS Pump Station Improvements

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

See attached.

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: W PRINCIPLES, LLC dba THE WALKER COMPANY

ADDRESS: 200 Apperson Heights, Suite 200 Mt. Sterling, KY 40353

SIGNATURE OF BIDDER: _____



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #3

Bid Number: **#128-2021**

Date: January 6, 2022

Subject: Town Branch RAS-WAS Pump Station Improvements

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

See attached.

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: W PRINCIPLES, LLC dba THE WALKER COMPANY

ADDRESS: 200 Apperson Heights, Suite 200 Mt. Sterling, KY 40353

SIGNATURE OF BIDDER: 





ADDENDUM #4

Bid Number: **#128-2021**

Date: January 12, 2022

Subject: Town Branch RAS-WAS Pump Station Improvements

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

On page IB-7, it says “the successful bidder is required to submit with their bid:

- Affirmative Action Plan
- Current Work-Force Analysis Form
- Good Faith Effort Documentation
- List of DBE’s.

Failure to do so may result in disqualification.”

Then, on page AB-3, it says, “the bidder must submit within 7 days:

- Affirmative Action Plan
- Current Workforce Analysis Plan”

We want to use the requirements shown on IB-7 with this change:

Affirmative Action Plan available upon request everything else submitted with all other submitted bid documents.

Page P-8 Equipment Alternatives Form must be completed and submitted with your bid documents, the base bid price is the only pricing submitted directly in Ionwave.



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

A handwritten signature in black ink that reads "Todd Slatin".

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: W PRINCIPLES, LLC dba THE WALKER COMPANY

ADDRESS: 200 Apperson Heights, Suite 200 Mt. Sterling, KY 40353

SIGNATURE OF BIDDER: _____





CRUM & FORSTER
A FARRIS COMPANY

BID BOND

KNOW ALL BY THESE PRESENTS, That we W Principles, LLC d/b/a The Walker Company of Kentucky
200 Apperson Heights, Suite 200, Mt Sterling, KY 40353
as Principal, hereinafter called the Principal, and the United States Fire Insurance Company, 305 Madison Avenue,
Morristown NJ 07962, a corporation duly organized under the laws of the State of Delaware, as Surety, hereinafter
called the Surety, are held and firmly bound unto Lexington-Fayette Urban County Government
200 East Main Street, Third Floor, Lexington, KY 40507
as Obligee, hereinafter called the Obligee, in the sum of

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

WHEREAS, the Principal has submitted a bid for Town Branch Wastewater Treatment Plant RAS/WAS Pump Station
Improvements, Bid No. 128-2021
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to
enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and sealed this 12th day of January, 2022

Mary K. Jones
Witness:

Lane Ward
Witness: Lane Ward

W Principles, LLC d/b/a The Walker Company of Kentucky

By: [Signature] (Seal)
Principal

CEO

Title:

United States Fire Insurance Company

By: [Signature]
Attorney-In-Fact: Jeffrey M. Wilson

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

50915

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey M. Wilson, Richard H. Mitchell, William M. Smith, Robert R. Freel, Anna K. Childress, Mark W. Edwards, II, Alisa B. Ferris,
Robert Read Davis

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



ARR

Anthony R. Slimowicz, President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686

Sonia Scala

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 12th day of January 20 22

UNITED STATES FIRE INSURANCE COMPANY



Peter M. Quinn

Peter M. Quinn, Senior Vice President

GOOD FAITH EFFORT DOCUMENTATION

Company: W PRINCIPLES, LLC dba THE WALKER COMPANY

Bidding Project: Town Branch RAS-WAS Pump Station Improvements

In an effort to comply with the Good Faith Effort policy, W Principles has requested quotations for MBE/ WBE/ DBE subcontractors through the Kentucky Procurement Technical Assistance Center (KYPTAC) for the above mentioned project. Please see attached.

Mary Fawns

From: Mary Fawns
Sent: Monday, December 27, 2021 3:49 PM
To: kryptacinfo@kstc.com; melvin.bynes2@ky.gov; Shawn Rogers
Cc: Arthur Walker IV; Joshua Johnson; Garrett Norman; Jake Schirmer; Andrew Eberle
Subject: Bid Contract - Town Branch Wastewater Treatment Plant RAS/WAS Pump Station Improvements Lexington, KY
Attachments: KYPTAC BID Notification - prime.pdf

We would like to send solicitations to MBE/ WBE/ DBE subcontractors for the below-mentioned project. Please advise:

Town Branch Wastewater Treatment Plant RAS/WAS Pump Station Improvements
Lexington, KY
January 13, 2022

See attached form. Thank you and if you need any other information, please let me know.



Mary King Fawns

O / (859) 498-0092

C / (859) 585-2680

F / (859) 498-0093

mfawns@thewalkercompany.com

BID Notification/Solicitation

General title of work Town Branch Wastewater Treatment Plant RAS/WAS Pump Station Improvements
Solicitor's POC and title Lexington-Fayette Urban Co Government, Lexington, KY

Today's Date: **12/27/2021**
Solicitor's Name: **W Principles, LLC dba The Walker Company**
Solicitor's Address: **200 Apperson Heights, Suite 200**
City: **Mt. Sterling, KY 40353**

BID DUE DATE: January 13, 2022

BID DUE TIME: 2:00 PM EST

W Principles dba The Walker Company is inviting quotes on the following.

Project:

Solicitation title: Town Branch Wastewater Treatment Plant RAS/WAS Pump Station Improvements
Bid No.: 128-2021

Project Location:

301 Jimmie Campbell Dr
Lexington, KY

Proposal or Quotes Requested for the following work:

This project includes the following: Replacing four return activated sludge pumps.; Replacing three waste activated sludge pump motors; Piping and valve modifications; Replacing doors and roof; HVAC and plumbing improvements; Electrical and SCADA improvements.

Additional Information (e.g. what type of small businesses are encouraged to bid):

i.e., DBEs, WOSBs, MBEs strongly encouraged to bid

Solicitation and other documents available at the following location(s):

Plans, Specifications, and Contract Documents may be obtained from Lynn Imaging, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 for a non-refundable fee for each full set of plans and documents.

And at our office: Contact Garrett Norman – 859-498-0092

Project Contact Information

Name: **Josh Johnson**

Phone: **859-498-0092**

Email: **jjohnson@thewalkercompany.com**

W PRINCIPLES dba THE WALKER COMPANY
PROPOSED DISADVANTAGE BUSINESS ENTERPRISE
SUBCONTRACTS

NAME	DOLLAR VALUE OF SUBCONTRACT
McKinney Painting	20,000