

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

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)

American Fire and Casualty Company
9450 Seward Road
Fairfield, OH 45014

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
Lexington, KY 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)


Century Hills Trunk Sewer Replacement

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 23rd day of October, 2013



(Witness)

Todd Johnson Contracting, Inc.

(Principal)

(Seal)

By: 

(Title)

American Fire and Casualty Company

(Surety)

(Seal)

By: 

(Title) Deborah L. Burton, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deborah L. Burton of the city of Louisville, state of KY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Todd Johnson Contracting, Inc.

Obligee Name: Lexington Fayette Urban County Government

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



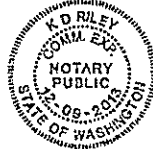
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF WASHINGTON ss
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

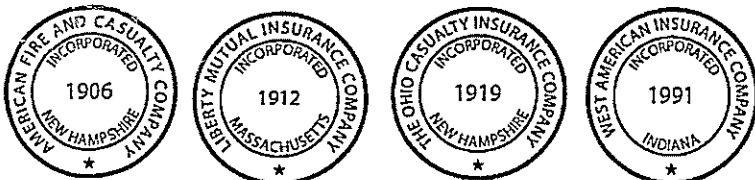
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of October, 2013.



By: *David M. Carey*



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **122-2013**

Date: October 18, 2013

Subject: **Century Hill Trunk Sewer Replacement**

Please address inquiries to:
Betty Landrum @
bettyb@lexingtonky.gov

TO ALL PROSPECTIVE BIDDERS:

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

Questions	Answers
Will there be any pedestrian traffic in/around construction site?	Yes. Contractor shall take necessary actions to adequately protect the site from pedestrian traffic.

2. Attached is Section 00410-Bid Form that all bidders shall use in submitting their bid. Addendum should be submitted on light blue paper.

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: Todd Johnson Contracting, Inc.

ADDRESS: 497 Dillehay St. Danville, KY 40422

SIGNATURE OF BIDDER: Kimber Johnson

CENTURY HILLS TRUNK SEWER REPLACEMENT

Division of Water Quality
Lexington-Fayette Urban County Government

LFUCG Bid No. 122-2013

1.01 GENERAL

Place: Lexington, Kentucky

Date: October 23, 2013

The following Bid Form shall be followed exactly in submitting a Bid for this Work.

This Bid Form Submitted by

Todd Johnson Contracting, Inc
497 Dillehay St. Danville, KY 40422
(Name and Address of Bidder)

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

The Bidder, in compliance with your Advertisement for Bids for the Century Hills Trunk Sewer Replacement project; Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions and any and all addendums 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 unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within one hundred eighty (180) consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of One Thousand Dollars and No Cents (\$1,000.00) for each consecutive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 10-18-13; 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.

1.02 LEGAL STATUS OF BIDDER

Bidder Bob Johnson Contracting, Inc.

Date 10/23/13

*A. A corporation duly organized and doing business under the laws of the State of

Kentucky, for whom Bob Johnson

bearing the official title of President, whose

signature is affixed to this Bid is duly authorized to execute contracts.

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

*C. An individual, whose signature is affixed to this Bid. (Print name)

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

1.03 BIDDERS AFFIDAVIT

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

- A. His/her name is Linda Johnson and he/she is the individual submitting the Bid or is the authorized representative of Sodd Johnson Contracting, Inc, the entity submitting the Bid (hereinafter referred to as "Bidder").
- B. 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 Agreement and will maintain a "current" status in regard to those taxes and fees during the life of the Agreement.
- C. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the Agreement.
- D. 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.
- E. 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 an Agreement to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
- F. 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."
- G. 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.

Linda Johnson

Affiant Signature

STATE OF Kentucky
COUNTY OF Boyle

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

Linda Johnson on this the 23 day of OCT, 2013

My Commission expires: 12-1-13

Rita Harmon, 408171

NOTARY PUBLIC, STATE AT LARGE

1.04 BID SCHEDULE

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. In all cases of discrepancies or math errors the amount written in for the unit price of an item shall govern.

SCHEDULE A – ALL WORK EXCLUDING ROCK REMOVAL AND SPECIAL RESTORATION

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	ITEM PRICE
A1	Mobilization	LS	1	\$29,158.53	\$29,158.53
A2	Bonds and Insurance	LS	1	\$36,782.91	\$36,782.91
A3	General Requirements	LS	1	\$18,868.69	\$18,868.69
A4	Demobilization	LS	1	\$19,194.17	\$19,194.17
A5	Erosion and Sediment Control and Conformance with SWPPP	LS	1	\$45,654.99	\$45,654.99
A6	8-inch Gravity Sewer Pipe, (DIP, FRP, RCP, PVC SDR 35), 0-6' depth	LF	69	\$43.85	\$3,025.65
A7	8-inch Gravity Sewer Pipe, (DIP, FRP, RCP, PVC SDR 35), 6.1'-10' depth	LF	8	\$57.61	\$460.88
A8	10-inch Gravity Sewer Pipe, (DIP, FRP, RCP, PVC SDR 35), 6.1'-10' depth	LF	15	\$53.96	\$809.40
A9	10-inch Gravity Sewer Pipe, (DIP, FRP, RCP, PVC SDR 26), 10.1'-14' depth	LF	10	\$69.33	\$693.30
A10	12-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	LF	18	\$57.37	\$1,032.66
A11	15-inch (FRP, RCP, PVC) or 14-inch (DIP) Gravity Sewer Pipe, 6.1'-10' depth	LF	15	\$68.59	\$1,028.85
A12	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 6.1'-10' depth	LF	865	\$96.77	\$83,706.87
A13	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	LF	120	\$88.14	\$10,576.80
A14	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), greater than 14' depth	LF	150	\$184.68	\$27,702.00
A15	21-inch (RCP, PVC) or 20-inch (DIP, FRP) gravity sewer pipe, 6.1'-10' depth	LF	1,527	\$95.54	\$145,889.58

A16	21-inch (RCP, PVC) or 20-inch (DIP, FRP) gravity sewer pipe, 10.1'-14' depth	LF	275	\$127.67	\$35,108.97
A17	21-inch (RCP, PVC) or 20-inch (DIP, FRP) gravity sewer pipe, greater than 14' depth	LF	185	\$189.58	\$35,072.30
A18	24-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), 10.1'-14' depth	LF	107	\$118.04	\$12,630.28
A19	30-inch Steel Encasement Pipe, bore and jack	LF	240	\$554.78	\$133,147.20
A20	36-inch Steel Encasement Pipe, bore and jack	LF	170	\$669.47	\$113,809.90
A21	Connect to existing 8-inch sewer	EA	7	\$479.38	\$3,355.66
A22	Connect to existing 10-inch sewer	EA	2	\$516.64	\$1,033.28
A23	Connect to existing 12-inch sewer	EA	2	\$568.05	\$1,136.10
A24	Shallow Manhole, 4-foot diameter (depth < 5.0 ft)	EA	1	\$2489.73	\$2,489.73
A25	Standard Manhole, 4-foot diameter (depth 5.1 to 6.0 ft)	EA	18	\$2,654.29	\$47,777.22
A26	Standard Manhole, 5-foot diameter (depth to 6.0 ft)	EA	2	\$3163.86	\$6,327.72
A27	Standard Manhole, 6-foot diameter (depth to 6.0 ft)	EA	1	\$4723.37	\$4,723.37
A28	Standard Manhole, 8-foot diameter (depth to 6.0 ft)	EA	1	\$9565.51	\$9,565.51
A29	Manhole Barrel Extensions, 4 ft. diameter	VF	58	\$307.60	\$17,840.80
A30	Manhole Barrel Extensions, 5 ft. diameter	VF	12	\$356.36	\$4,276.32
A31	Manhole Barrel Extensions, 6 ft. diameter	VF	7	\$468.25	\$3,277.75
A32	Manhole Barrel Extensions, 8 ft. diameter	VF	4	\$646.90	\$2,587.60
A33	Manhole Drop Connection (8"-10")	EA	6	\$1631.51	\$9,789.06
A34	Manhole Drop Connection (12"-21")	EA	1	\$4908.20	\$4,908.20
A35	Manhole Diaphragm, Manhole Anti-Flotation Collar, & Watertight Cover	EA	8	\$439.99	\$3,519.92
A36	Cut and cap existing 8-inch sewer	EA	13	\$548.17	\$7,126.21
A37	Cut and cap existing 10-inch sewer	EA	5	\$570.76	\$2,853.80
A38	Cut and cap existing 12-inch sewer	EA	5	\$699.79	\$3,498.95
A39	Plug Manhole Inlet, 8-inch sewer	EA	1	\$805.00	\$805.00
A40	Plug Manhole Inlet, 10-inch sewer	EA	1	\$862.50	\$862.50
A41	Video Inspection of new sewer pipe	LF	3,390	\$3.45	\$11,695.50
A42	Tree Removal, > 12-inch diameter	EA	8	\$862.50	\$6,900.00
A43	Bituminous Pavement Replacement (Full Depth)	SY	100	\$48.17	\$4,817.00
A44	Seeding, Temporary, Extra as directed by Engineer	SY	100	\$1.73	\$173.00

A45	Seeding, Permanent	SY	10,800	\$ 1.73	\$18,684.00
A46	Dense Graded Aggregate - DGA, Extra as directed by Engineer	Ton	10	\$24.70	\$247.00
A47	No. 9 Crushed Stone, Extra as directed by Engineer	Ton	10	\$24.70	\$247.00
A48	No. 57 Crushed Stone, Extra as directed by Engineer	Ton	10	\$24.70	\$247.00
A49	No. 2 Crushed Stone, Extra as directed by Engineer	Ton	10	\$24.70	\$247.00
A50	Bypass Pumping Setup, <12-inch Sewer Line	EA	8	\$1501.90	\$12,015.20
A51	Bypass Pumping Setup, ≥15-inch <18-inch Sewer Line	EA	1	\$1501.90	\$1501.90
A52	Bypass Pumping, <12-inch Sewer Line	HR	50	\$109.37	\$5468.50
A53	Bypass Pumping, ≥15-inch <18-inch Sewer Line	HR	30	\$115.12	\$3453.60
A54	Combination Vacuum/Hydraulic Jet/Hydro Excavator, extra as directed by Engineer	HR	10	\$172.50	\$1725.00
A55	Backhoe/Extend-a-hoe, extra as directed by Engineer	HR	150	\$74.75	\$11,212.50
A56	Hoe Ram, extra as directed by Engineer	HR	10	\$138.00	\$1380.00
A57	Dump Truck, Single Axle, extra as directed by Engineer	HR	10	\$69.00	\$690.00
A58	Dump Truck, Tandem or Tri-Axle, extra as directed by Engineer	HR	10	\$80.50	\$805.00
A59	Large Track Hoe, CAT 311 or Equivalent, extra as directed by Engineer	HR	10	\$117.30	\$1,173.00
A60	Small Track Hoe, CAT 301.6C or Equivalent, extra as directed by Engineer	HR	10	\$63.25	\$632.50
A61	Skid-Steer Loader, extra as directed by Engineer	HR	10	\$51.75	\$517.50
A62	Roller/Compactor, extra as directed by Engineer	HR	10	\$63.25	\$632.50
A63	Traffic Maintenance - Type 1 (Flagger), extra as directed by Engineer	HR	10	\$57.50	\$575.00
A64	Electronic Arrow Board, extra as directed by Engineer	HR	10	\$25.30	\$253.00
A65	Connect to Existing Pump Station, 24" Pipe	LS	1	\$3450.00	\$3450.00
Total Schedule A Bid Amount (Items A1 thru A65), all work excluding Rock Removal & Special Restoration				\$980,846.33	

The Contract Documents state that blasting is not permitted. However, LFUCG has made the determination that blasting is an acceptable method for rock removal on this project.

The lowest total bid amount with rock removal by mechanical methods OR combination blasting/mechanical methods will be the basis for each Bidder's Bid Amount utilized in the award of the Contract.

Bidder must provide a price for both the Mechanical Methods AND Combination Blasting/Mechanical Methods in Schedule B.

SCHEDULE B – ROCK REMOVAL

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM PRICE
B1	Rock Removal by Mechanical Methods	CY	3,100	\$132.25	\$409,975.00
B2	Rock Removal by Combination Blasting/Mechanical Methods	CY	3,100	\$46.00	\$142,600.00

Bidder's lowest amount in Schedule B, either item B1 or B2, shall be listed below and is the amount utilized in the award of the Contract:

Total Schedule B Bid Amount (Rock Removal <u>B1</u> OR <u>B2</u>)	\$142,600.00
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All blasting must comply with Federal, State, and Local Regulations and National Codes on the purchase, transportation, storage, and use of explosive material. Codes include, but are not limited to the following:

1. Storage, security, and accountability: Bureau of Alcohol, Tobacco, and Firearms (BATF): 27 CFR Part 181.
2. Shipment: DOT, 49 CFR Parts 171-179, 390-397.
3. Safety and Health: OSHA 29 CFR Part 1926, Subpart U.
4. Transportation and Storage: NFPA 495, Chapters 3 through 6.
5. Kentucky Department of Mines and Minerals code for explosive disintegration of rock.

The Contractor must complete the following before explosives are brought to site:

1. Obtain all required permits from authorities having jurisdiction, with copies to Owner.
2. Obtain Blasting and Liability insurance in accordance with Kentucky Department of Highway requirements. A copy of the Declaration of Insurance shall be provided to the Owner.
3. Complete preblast survey with signed copy to Owner.

Preblast survey shall be completed to document the existing conditions of structures or utilities within 500 feet of the blast or that could be at risk from blasting damage. Such documentation is to be of such quality to determine whether blasting operations damaged structures. Preblast survey shall utilize video, still images and report forms to document each structure. Video with audible description of observations shall be used to observe general conditions of each structure and to note specific damage that exists to structure prior to blasting. Still images shall be utilized to supplement video as needed to document specific conditions of each structure. Report form shall document date of survey, and who was present during survey. Forms shall also be utilized to supplement video as to the conditions of structures. Existing damage such as cracked foundations, brick facade, and etc. shall have reference object such as a scale in image or video. Audio commentary of cracked foundations, brick facades, etc. shall denote width of cracks. The Contractor shall submit three copies of video, still images, and pdf copies of report forms on CD's.

SCHEDULE C – SPECIAL RESTORATION – REFER TO SPECIFICATION SECTION 00880

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM PRICE
C1	1181 Mt. Rushmore Way	LS	1	\$345.00	\$345.00
C2	1185 Mt. Rushmore Way	LS	1	\$1207.50	\$1207.50
C3	1201 Mt. Rushmore Way	LS	1	\$1871.63	\$1871.63
C4	1213 Mt. Rushmore Way	LS	1	\$534.75	\$534.75
C5	1360 Grafton Drive	LS	1	\$2137.28	\$2137.28
C6	3340 Buckhorn Drive	LS	1	\$1207.50	\$1207.50
C7	1321 Fenwick Road	LS	1	\$1150.00	\$1150.00
Total Schedule C Bid Amount (Items C1 Thru C7)					\$ 8,453.66

TOTAL BID AMOUNT (sum of Schedules A, B, and C):

One Million, One Hundred Thirty One Thousand, Eight Hundred
Ninety Nine Dollars and Ninety Nine cents (\$ 1,131,899.99)

Respectfully Submitted,

FIRM: Judd Johnson Contracting, Inc

ADDRESS: 497 Dillehay St.

CITY/STATE/ZIP: Danville, KY 40422

DATE: 10/23/13

BY: Judd Johnson

(must be original signature)

TITLE: President

PHONE: 859-238-9489 FAX: 859-236-8977
 (area code, number & extension)

EMAIL ADDRESS: tje@bellouth.net

OFFICIAL ADDRESS AND PHONE:

497 Dillehay Street
Danville, KY 40422

(Seal if Bid is by Corporation)

By signing this form you agree to all of the terms and associated forms.

1.05 STATEMENT OF BIDDER'S QUALIFICATIONS

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Bid:

- A. Name of Bidder: Jodd Johnson Contracting INC
- B. Permanent Place of Business: 499 Dillehay St. Danville, KY 40422
- C. When Organized: Oct 1, 1993
- D. Where Incorporated: Kentucky
- E. 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.

- F. In the event the Agreement is awarded to the undersigned, Performance, Payment, Erosion and Sediment Control, and Warranty bonds will be furnished by:

American Fire and Casualty Company (Surety)

Signed: Walt Zula (with sig) (Representative of Surety)

- G. 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>
<u>Anne Mason</u>	<u>Georgetown, KY</u>	<u>880028.00</u>
<u>Phyllis Village</u>	<u>Danville KY</u>	<u>1,261,693.00</u>
<u>Rineyville</u>	<u>Elizabethtown KY</u>	<u>392133.88</u>
<u>Beaumont Center Security Serv</u>	<u>Y Semulskung, KY</u>	<u>1,049,092.31</u>

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Meadow Northland - Arlington</u>	<u>Lexington, KY</u>	<u>1,467,753.00</u>

I. 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>Superintendent</i>	<i>20</i>
<i>Jim Johnson</i>	<i>Project Manager</i>	<i>20</i>
<i>Rick Mullins</i>	<i>Foreman</i>	<i>4</i>

J. MWDBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>MWDBE</u>	<u>% of WORK</u>
<i>Cedar Valley Seeding</i>	<i>Meadows-Northland</i>	<i>✓</i>	<i>10</i>

(USE ADDITIONAL SHEETS IF NECESSARY)

K. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the Owner within seven (7) calendar days following the Bid Opening, a sworn statement regarding all office management and field management personnel. Additionally, if requested by the Owner, we will within seven (7) days following the request submit audited financial statements and loss history for insurance claims for the three (3) most recent years (or a lesser period if stipulated by the Owner)

1.06 LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the Owner to be executed, completed and submitted with the Bid Form. 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**</u> (List each major item)	<u>SUBCONTRACTOR</u>	<u>MWDBE (yes/no)</u>	<u>% of WORK</u>
1. _____	Name: <u>None</u>	_____	_____
	Address: _____ _____		
2. _____	Name: _____	_____	_____
	Address: _____ _____		
3. _____	Name: _____	_____	_____
	Address: _____ _____		
4. _____	Name: _____	_____	_____
	Address: _____ _____		
5. _____	Name: _____	_____	_____
	Address: _____ _____		
6. _____	Name: _____	_____	_____
	Address: _____ _____		

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

1.07 AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

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

- A. 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);
- B. 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 Advertisement for Bid, designed to limit independent bidding or competition;
- C. 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;
- D. 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;
- E. (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.]
- F. This offer is for ninety (90) 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, an Agreement shall thereby be created with respect to the items accepted.
- G. That I have fully informed myself regarding the accuracy of the statements made in this statement.
- H. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

Jedd Johnson Contracting Inc
Company

10/23/13
Date

Jedd Johnson
Representative

1.08 STATEMENT OF EXPERIENCE

Enclosed

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, Affirmative Action officials, and field management personnel.
Attach separate sheets if necessary.

JEREMY JOHNSON
514 PERKINS AVENUE
DANVILLE, KY 40422
(859) 326-0335

WORK HISTORY

1993-2013 *Vice President of Todd Johnson Contracting, Inc.*

*Superintendent
Responsible for all coordination and management of projects
from startup to completion.
Responsibilities include but not limited to managing the day to day
Operation of installing sewer and water force mains, pump stations,
Concrete, excavations and Grade and Drain.
Competent person for Safety on all projects
Blaster*

Responsible for supervision of all subcontractors.

1992-1993 *C & W Company
Laborer: Blacktopping, blasting apprentice, layout, operator*

1991-1992 *Central Rock Company
Road Crew laborer, blasting apprentice, operator*

TOM JOHNSON
6645 Lebanon Road
Danville, KY 40422

Todd Johnson Contracting, Inc.
1993-2013

RESPONSIBILITIES

Coordinate and manage all field operations.

**Estimator: Document reviews, estimating, and preparing of bid documents.
scheduling: maintaining project schedules and all reports.**

**Project Manager: In house and field management of projects from startup
to finish.**

**Project Cost Control: Monitor all material, labor and equipment cost of
each project, maintain weekly reports on cost.**

James N. Gray Construction
1970-1993

JOB RESPONSIBILITIES:

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

EXPERIENCE:

Twenty years experience in highway, bridge, residential, commercial and industrial construction, including warehouses, office complexes, wire and cable mills, steel mills and food processing plants.

GRAY PROJECT EXPERIENCE:

Whirlpool, Kay-Bee Toy & Hobby Shops, American Tokyo Rope, John Hill Bailey Learning Center, Danville, KY.; Litton Industries, Hebron, KY.; Clark Equipment, Lexington, KY.; Topy Industries, Frankfort, KY.; Kobe Steel, Seymour, IN.; Winchester Farms Dairy, Winchester, KY.; Nutrisearch, Winchester, KY.; and TG (USA) Corporation, Perryville, MO.; Amgen, Louisville, KY.; Trim Masters Inc., Harrodsburg, KY.; International Crankshaft, Georgetown, KY.; Roll Forming Inc., Shelbyville, KY.; Pikeville National Bank, Pikeville, 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, Quickbooks Pro and Masterbuilders.

EXPERIENCE:

- 1967-1977 Genesco: Office clerk: Duties included data entry of labor, and time studies.**
- 1978-1987 Certified Brakes: Secretary for Plant Manager transferred to 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.**
- 1993-2013 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 procedures 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.**

1.09 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 an Agreement 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 county, 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 contractor 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 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

In the case of an Agreement exceeding \$250,000, the Contractor will be required within seven (7) days following the Bid Opening 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.

1.10 MWDBE SUBCONTRACTOR PARTICIPATION FORM



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name <i>GRECO Enterprise, Inc</i>		Project Name <i>Century Hill Trunk Sewer Replacement</i>	
Bld/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address <i>P.O. Box 463 London, KY 40743</i>			
Telephone No. <i>606-864-7550</i>		Email Address	
Prime Contractor Name <i>Sodt Johnson Contracting, Inc.</i>		Issuing/Funding Entity: <i>LFUCG</i>	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor
<i>I5-I20 I26-I38</i>	<i>Pipe Supplier</i>	

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

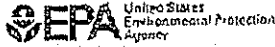
Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

1.11 MWDBE SUBCONTRACTOR PERFORMANCE FORM



OMB Control No: 2000-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Performance Form

This form is intended to capture the DBE subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

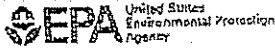
Subcontractor Name <i>GECO Enterprises, Inc.</i>		Project Name <i>CENTURY HILL TRUNK SEWER REPLACEMENT</i>
Bid/ Proposal No. <i>122-2013</i>	Assistance Agreement ID No. (if known)	Point of Contact <i>Paul Patton</i>
Address <i>1231 E. 4th St / P.O. Box 463 - London, Ky 40143-0463</i>		
Telephone No. <i>606-864-7550</i>	Email Address <i>greg@gecoindustrial.com</i>	
Prime Contractor Name <i>Tom Johnson Contracting, Inc.</i>	Issuing/Funding Entity <i>LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT</i>	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
<i>25-420 136-138</i>	<i>Material Supplier</i>	<i>113767.63</i>
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Women Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Print Name	
Linda Johnson	
Signature	Date
<i>Linda Johnson</i>	10/23/13
Title	
President	

Print Name	
Gigi BACON	
Signature	Date
<i>Gigi Bacon</i>	10/22/13
Title	
President	

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-5 (DBE Subcontractor Performance Form)

1.12 MWDBE SUBCONTRACTOR UTILIZATION FORM



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <i>Todd Johnson Contracting, Inc.</i>		Project Name <i>Century Mill Tank Sewer Replacement</i>	
Bid/ Proposal No. <i>122-2013</i>	Assistance Agreement ID No. (if known)	Point of Contact <i>Tom Johnson</i>	
Address <i>497 Dillehay Street Danville, KY 40472</i>			
Telephone No. <i>859-238-9489</i>		Email Address <i>ljc@tjcc.com</i>	
Issuing/Funding Entity: <i>LFCG</i>			

I have identified potential DBE certified subcontractors	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
<i>MECO Enterprises Inc</i>	<i>P.O. Box 463, London, KY 40141</i>	<i>113767.63</i>	<i>Yes</i>

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
<i>Linda Johnson</i>	Linda Johnson
Title	Date
President	10/23/13

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

1.13 MWDBE PARTICIPATION POLICY

PROJECT NAME: Century Hills Trunk Sewer Replacement Project
Lexington-Fayette Urban County Government

LFUCG BID NO. 122-2013 BID DATE: October 23, 2013

A. Name, address and telephone number of contact person on all MWDBE matters:

Prime Contractor's Name: Todd Johnson Contracting, Inc.
Contact Person: Tom Johnson
Address: 497 Dillehay St. Danville, Ky 40422
Phone: 859-239-9489 Cell: _____
Email: tjc inc a bellsouth.net
Total Contract Amount: 1,131,899.99

B. Total dollar amount/percent of contract of DBE participation: 113,767.63

C. Total dollar amount/percent of contract of MBE participation: _____

D. Total dollar amount/percent of contract of WBE participation: _____

E. Are certifications* for each MWDBE subcontractor enclosed; if no, please explain:

Yes No If low bidder will submit

F. Are MWDBE subcontracts or letters of intent signed by both parties enclosed; if no, please explain: Yes No will do intent if low bidder

G. List of DBE Subcontractors: Supplier

Name: 620 Enterprises Inc
Contact Person: Migi Balon
Address: P.O. Box 462 London KY 40341
Phone: 606-864-7550 Cell: _____
Email: _____
Type of Contract: Supplier
Work to be Done: None - Supplier
Amount: 113,767.63

H. List of MBE Subcontractors:

Name: _____
Contact Person: _____
Address: _____
Phone: _____ Cell: _____
Email: _____
Type of Contract: _____
Work to be Done: _____
Amount: _____

I. List of WBE Subcontractors:

Name: _____
Contact Person: _____
Address: _____
Phone: _____ Cell: _____
Email: _____
Type of Contract: _____
Work to be Done: _____
Amount: _____

Attach additional sheets, if necessary.

*Self-certification: Self-certification of MWDBE firms will NOT be accepted as a valid form of certification of MWDBE status.

J. Information and documentation concerning efforts taken to comply with EPA's "six good faith efforts"

1. Ensure MWDBE construction firms or material suppliers are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing MWDBEs on solicitation lists and soliciting them whenever they are potential sources. A good source for a list of MWDBEs is the Kentucky Transportation's website: <http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>.

The prime contractor certifies that a bidders list (see example sheet below) of qualified vendors, including MWDBEs, was developed for current and future solicitations and that the list will be maintained. *Submit a copy of the list as documentation.*

2. Make information on forthcoming opportunities available to MWDBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by MWDBEs in the competitive process; including, whenever possible, posting solicitation for bids or proposals for a sufficient amount of time as to receive a competitive bid or proposal pool.

The prime contractor certifies that every opportunity was provided to a number of MWDBEs to encourage their participation in the competitive process and that an adequate amount of time was provided for response.

- a. List each MWDBE construction firm or material supplier to which a solicitation was attempted. *Submit copies of letters, emails, faxes, telecommunication logs, certified mail receipts, returned envelopes, certified mail return receipts, etc. as documentation.*

Company Name and Phone Number: list enclosed

Area of Work Expertise: _____

Date of any Follow-Ups and Person Spoke to: _____

- b. Advertisements, if applicable: List each publication in which an announcement or notification was placed. *Submit a tear sheet of each announcement from each publication as documentation.*

Name of Publication: _____

Date(s) of Advertisement: _____

Subject: minority quotes Century Hills Trunk Sewer

From: Tom Johnson (tjcinc@bellsouth.net)

To: al@bpcnola.com; ACLEXCONTRACTING@AOL.COM; adeinc1@aol.com; astickles@classickle.com;

Cc: Adv.kyconstruction@gmail.com; ACLEXINGTON@AOL.COM; donbrossart@spartanconstruction.com; dbuckles@opsplus.net; lester@umg54.com; jstucker59@att.net; sbloomin@aol.com; thoroubred@yahoo.com; clemco@roadrunner.com; donbrossart@spartanconstruction.com; kdunaway@dunawayengineering.com; holmes@ehicoconsultants.org; ggtpaving@insightbb.com; clemco@roadrunner.com; kunte@khayeslimited.com; imallen2509@yahoo.com; jlpwall@aol.com; kjones@minnifield.net; mmathrews@dlz.com;

Date: Tuesday October 15, 2013 7:57 AM

Todd Johnson Contracting is looking for minority subcontractor's to quote this project for the city of Lexington. The quotes need to be send to tjcinc@bellsouth.net by 10:00 am by 10-23-2013. We are looking for quotes on all aspects of this project.

- (1) sanitary sewer
- (2) erosion control
- (3) landscaping
- (4) concrete work
- (5) asphalt Work

Joseph Curlis
Todd Johnson Contracting

Specific Subcontract Areas Announced: _____

- c. Other, if applicable: List each notification method in which an announcement or outreach was used; list serve, public meeting, etc. *Submit applicable information to document effort.*

Method of Notification: emails, follow up emails and phone 10/22/13

Date(s) of Notification: _____

3. Consider in the contracting process whether firms competing for large contracts could subcontract with MWDBEs; including dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MWDBEs in the competitive process.

The prime contractor certifies that the project was broken into its basic elements (i.e. dirt hauling, landscaping, painting, pipe installation, material supplies, etc.) and that a determination was made whether it's economically feasible to bid the elements separately and that the analysis of this effort was documented with a short memo to the project file.

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

The prime contractor certifies that they established delivery schedules which would allow MWDBEs to participate in the projects.

5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce. The easiest way to utilize the services of SBA and MBDA is to visit their websites: www.sba.gov and www.mbda.gov and use the electronic tools available there or you may send the nearest SBA and MBDA office a certified letter that generally describes the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known. You may also use the services and assistance of the Kentucky Procurement Assistance Program (KPAP). The easiest way to utilize the services of KPAP is to send an email: ced.kpap@ky.gov and provide information on forthcoming opportunities available to MWDBEs.

The prime contractor certifies that the assistance of the SBA, MBDA, and/or KPAP was utilized. *Submit pages printed off the SBA and MBDA websites which evidence efforts to register a solicitation on those sites or submit copies of the letter send and certified mail receipt as documentation; submit copies of emails with KPAP as documentation.*

6. If a subcontractor awards any subcontracts, require the subcontractor to take the steps in numbers 1 and 5 above.

The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the "six good faith efforts" as listed above.

Signature and Date:

To the best of my knowledge and belief, all "six good faith efforts" have been met and the information contained in this document is true and correct; the document has been duly authorized by the legal representative

Linda Johnson

Signature

10-23-13

Date

Linda Johnson President

Print Name and Title

1.14 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of *Todd Johnson Contracting, Inc.*
(Name of Bidder)

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.

1.15 WORKFORCE ANALYSIS FORM

Name of Organization: Todd Johnson Contracting, Inc Date 10/12/13

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	2	1	1					1	1
Professionals									
Superintendents	1	1						1	
Supervisors	2	2						2	
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	1		1						1
Skilled Craft	12	11	1					11	1
Service/Maintenance	1	1						1	
Total	19	16	3						

Prepared By: Todd Johnson

1.16 EVIDENCE OF INSURABILITY

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

Names Insured: Judd Johnson Contracting, Inc.
 Address: 497 Dillehay Street, Danville, KY 40422
 Project to be insured: Century Hills Bank Seeks Replacement

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 Section 00600 - Bonds and Certifications, including all requirements, and conditions:

Article Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided to Insured	Name of Insurer	A.M. Best's	
					Code	Rating
1.05.D.1	CGL	\$1,000,000/per occ., \$2,000,000/aggregate or \$2,000,000 combined single limit Requirements (a) through (e)	1M Per Dec	FCCO Natl.	000719	A-
1.05.D.1	Auto	Combined single \$1,000,000/per occ. aggregate Requirements (a) through (c)	1M Per Dec	FCCO Natl.	000719	A-
1.05.D.1	WC	\$ Statutory	4M	KY Agc/SIF	55002	A-
1.05.D.1	Employer's Liability	\$500,000	4M	KY Agc/SIF	55002	A-

Section 00600 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting

Agency or Brokerage: WELLS FARGO INS SERV ADA, INC
 Street Address: 950 BRECKENRIDGE LN, STE
 City: LOUISVILLE KY 40207-4105
 Telephone Number: (502) 425-9447
 Name of Authorized Representative: WALTER M. ZILLA
 Title: VICE PRESIDENT
 Authorized Signature: [Signature]
 Date: 10/23/13

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

IMPORTANT: CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGES LISTED ABOVE IS NOT PROVIDED.

1.17 DEBARRED FIRMS

PROJECT NAME: Century Hills Trunk Sewer Replacement

LFUCG BID NO.: 122-2013

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

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

All Bidders shall complete the Debarment Certification in duplicate and submit both copies to the Owner with the Bid Form. 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 Judd Johnson Contracting, Inc. has not and will not award a subcontract, in connection with any Agreement 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.

Judd Johnson Contracting, Inc.
Name of Firm Submitting Bid

Kim Johnson
Signature of Authorized Official

President
Title

10/23/13
Date

1.18 DEBARMENT CERTIFICATION

All Contractors/Subcontractors shall complete this certification.

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 Bid 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 (3) 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: Jodd Johnson Contracting, Inc.

Project: Century Hills Trunk Sewer Replacement

Printed Name: Linda Johnson

Title of Authorized Representative: President

Signature: Linda Johnson

Date: 10/23/13

1.19 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 an 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 agreement.
- (2) If any funds other than 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 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon 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 for not less than \$10,000 and not more than \$100,000 for each such failure.

Linda Johnson

Typed Name & Title of Authorized Representative

Linda Johnson

Signature of Authorized Representative

10/23/13

Date

I am unable to certify to the above statements. My explanation is attached.

Enclosed

1.20 BID BOND

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

as principal (the "Principal") and _____

hereinto called Surety, are held and firmly bound unto

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

as obligee (the "Obligee"), in the penal sum of _____ dollars 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 _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within ninety (90) days after opening, 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, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum 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. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this _____ day of _____, 20_____.

WITNESS / ATTEST:

Principal (Secretary)

Principal

By: _____ (seal)
Name:
Title:

Surety (Secretary)

Surety

By: _____ (seal)
Name:
Title:

POWER OF ATTORNEY

(Attach to Bid Bond)

END OF SECTION