



**LEXINGTON**

**Bid 158-2022 Addendum 4  
Woodall Construction Co., Inc.  
Supplier Response**

**Event Information**

Number: Bid 158-2022 Addendum 4  
Title: Southland Park Stormwater Improvements-Phase 2  
Type: Competitive Bid  
Issue Date: 1/3/2023  
Deadline: 2/2/2023 02:00 PM (ET)

**Contact Information**

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

## Woodall Construction Co., Inc. Information

Address: 1332 Cahill Drive  
Lexington, KY 40504  
Phone: (859) 233-2909  
Fax: (859) 281-6259  
Web Address: www.woodallconst.com

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

Robert Myers

Signature

Submitted at 2/2/2023 12:04:21 PM (ET)

rmyers@woodallconst.com

Email

## Response Attachments

**woodallscan\_20230202\_115026.pdf**

Bid form -Southland Stormwater improvements - phase 2

## Bid Lines

1	Mobilization (3.5% maximum)	Quantity: <u>  1  </u> UOM: <u>  LS  </u>	Price: <input type="text" value="\$51,487.99"/>	Total: <input type="text" value="\$51,487.99"/>
2	General Conditions	Quantity: <u>  1  </u> UOM: <u>  LS  </u>	Price: <input type="text" value="\$107,125.00"/>	Total: <input type="text" value="\$107,125.00"/>
3	Maintenance of Traffic	Quantity: <u>  1  </u> UOM: <u>  LS  </u>	Price: <input type="text" value="\$32,500.00"/>	Total: <input type="text" value="\$32,500.00"/>
4	Remove Existing Tree Stump	Quantity: <u>  2  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$2,000.00"/>	Total: <input type="text" value="\$4,000.00"/>
5	Remove Existing Tree (5" - 12")	Quantity: <u>  2  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$3,000.00"/>	Total: <input type="text" value="\$6,000.00"/>
6	Storm Sewer Manhole - 6' Diameter with Grate	Quantity: <u>  1  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$5,700.70"/>	Total: <input type="text" value="\$5,700.70"/>
7	Storm Sewer Manhole - 5' Non-Circular	Quantity: <u>  7  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$7,981.56"/>	Total: <input type="text" value="\$55,870.92"/>
8	Storm Sewer Manhole - 6' Non-Circular	Quantity: <u>  2  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$8,171.32"/>	Total: <input type="text" value="\$16,342.64"/>

9	Storm Sewer Manhole - 4'x7' Non-Circular	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$6,657.17"/>	Total: <input type="text" value="\$6,657.17"/>
10	KYTC Type B Curb Inlet 6'x6'	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$11,970.17"/>	Total: <input type="text" value="\$11,970.17"/>
11	Triple Curb Box Inlet	Quantity: <u>  5  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$9,815.81"/>	Total: <input type="text" value="\$49,079.05"/>
12	Concrete Headwall - 30-inch Equivalent	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$7,786.50"/>	Total: <input type="text" value="\$7,786.50"/>
13	Storm Sewer Pipe - Double 24-inch	Quantity: <u>  9  </u> UOM: <u>LF</u>	Price: <input type="text" value="\$1,403.86"/>	Total: <input type="text" value="\$12,634.74"/>
14	Storm Sewer Pipe - 42-inch	Quantity: <u>305</u> UOM: <u>LF</u>	Price: <input type="text" value="\$375.60"/>	Total: <input type="text" value="\$114,558.00"/>
15	Storm Sewer Pipe - Double 24-inch RCEP	Quantity: <u> 27 </u> UOM: <u>LF</u>	Price: <input type="text" value="\$1,026.23"/>	Total: <input type="text" value="\$27,708.21"/>
16	Storm Sewer Pipe - 30-inch RCEP	Quantity: <u>1660</u> UOM: <u>LF</u>	Price: <input type="text" value="\$308.12"/>	Total: <input type="text" value="\$511,479.20"/>
17	Storm Sewer Pipe - 42-inch RCEP	Quantity: <u> 287 </u> UOM: <u>LF</u>	Price: <input type="text" value="\$404.55"/>	Total: <input type="text" value="\$116,105.85"/>
18	Connect to Existing Pipe or Structure	Quantity: <u>  7  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,717.60"/>	Total: <input type="text" value="\$19,023.20"/>
19	Sanitary Sewer Lateral - 6-inch PVC	Quantity: <u> 161 </u> UOM: <u>LF</u>	Price: <input type="text" value="\$94.77"/>	Total: <input type="text" value="\$15,257.97"/>
20	Connect Lateral to Existing Sanitary Sewer	Quantity: <u>  3  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,586.07"/>	Total: <input type="text" value="\$4,758.21"/>
21	Connect Exist. Lateral to New Sanitary Sewer	Quantity: <u>  4  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,086.41"/>	Total: <input type="text" value="\$4,345.64"/>
22	Cap Existing Lateral at Existing Sanitary Sewer	Quantity: <u>  4  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,586.08"/>	Total: <input type="text" value="\$6,344.32"/>
23	Sanitary Sewer Cleanout	Quantity: <u>  7  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,549.10"/>	Total: <input type="text" value="\$10,843.70"/>
24	Sanitary Sewer Pipe - 8-inch PVC	Quantity: <u> 351 </u> UOM: <u>LF</u>	Price: <input type="text" value="\$126.29"/>	Total: <input type="text" value="\$44,327.79"/>

25	Sanitary Sewer Manhole - 4' Diameter	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$4,657.07"/>	Total: <input type="text" value="\$4,657.07"/>
26	Sanitary Sewer Drop Manhole - 4' Diameter	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$8,515.32"/>	Total: <input type="text" value="\$8,515.32"/>
27	Remove and Replace Existing Curb & Gutter	Quantity: <u>1600</u> UOM: <u>LF</u>	Price: <input type="text" value="\$39.00"/>	Total: <input type="text" value="\$62,400.00"/>
28	Remove and Replace Concrete Sidewalk	Quantity: <u>500</u> UOM: <u>SY</u>	Price: <input type="text" value="\$85.00"/>	Total: <input type="text" value="\$42,500.00"/>
29	Remove Existing Sidewalk Ramp	Quantity: <u>  6  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$500.00"/>	Total: <input type="text" value="\$3,000.00"/>
30	Sidewalk Ramp	Quantity: <u>  5  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$750.00"/>	Total: <input type="text" value="\$3,750.00"/>
31	Replace Entrance Apron - 12' Wide Concrete	Quantity: <u>  7  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$1,650.00"/>	Total: <input type="text" value="\$11,550.00"/>
32	Replace Entrance Apron - 18' Wide Concrete	Quantity: <u>  7  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$2,150.00"/>	Total: <input type="text" value="\$15,050.00"/>
33	Pavement Milling and Texturing	Quantity: <u>750</u> UOM: <u>TON</u>	Price: <input type="text" value="\$50.00"/>	Total: <input type="text" value="\$37,500.00"/>
34	Asphalt Surface	Quantity: <u>800</u> UOM: <u>TON</u>	Price: <input type="text" value="\$201.90"/>	Total: <input type="text" value="\$161,520.00"/>
35	Dense Graded Aggregate (DGA)	Quantity: <u> 70 </u> UOM: <u>Ton</u>	Price: <input type="text" value="\$45.00"/>	Total: <input type="text" value="\$3,150.00"/>
36	Chain Link Fencing (4-feet high)	Quantity: <u>205</u> UOM: <u>LF</u>	Price: <input type="text" value="\$30.00"/>	Total: <input type="text" value="\$6,150.00"/>
37	Chain Link Single Gate	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,000.00"/>	Total: <input type="text" value="\$2,000.00"/>
38	Chain Link Double Gate	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,500.00"/>	Total: <input type="text" value="\$2,500.00"/>
39	Temporary Fencing (Pet Containment)	Quantity: <u> 85 </u> UOM: <u>LF</u>	Price: <input type="text" value="\$29.41"/>	Total: <input type="text" value="\$2,499.85"/>
40	Class III Channel Lining	Quantity: <u> 20 </u> UOM: <u>TON</u>	Price: <input type="text" value="\$75.00"/>	Total: <input type="text" value="\$1,500.00"/>

4 1	Seeding and Protection	Quantity: <u>2000</u> UOM: <u>SY</u>	Price: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$16,000.00"/>
4 2	Project Signs	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <input type="text" value="\$1,500.00"/>	Total: <input type="text" value="\$1,500.00"/>
4 3	Erosion Control and SWPPP	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <input type="text" value="\$13,500.00"/>	Total: <input type="text" value="\$13,500.00"/>
4 4	Demobilization (1.5% minimum)	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <input type="text" value="\$25,200.00"/>	Total: <input type="text" value="\$25,200.00"/>

**Response Total: \$1,666,349.21**

**PART III**

**Invitation to Bid No. 158-2022**

**Southland Park Stormwater Improvements Project – Phase 2**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 1/24/2023

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

This Proposal Submitted by WOODHAM CONST. CO. INC.  
1332 CASHILL DR. LEX KY 40504  
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, doing business as WOODHAM CONST. CO. INC.

"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 **Southland Park Stormwater Improvements Project – Phase 2** 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 **\$400.00** for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

- Addendum No. 1 Date 1/17/2023
- Addendum No. 2 Date 1/23/2023
- Addendum No. 3 Date 1/25/2023
- Addendum No. 4 Date 1/26/2023
- 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 WOODAM CONST. CO. INC.

Date 1/24/23

\* 1. A corporation duly organized and doing business under the laws of the State of KY, for whom SCOTT WOODAM, bearing the official title of PRESIDENT, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

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

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

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

\_\_\_\_\_  
\_\_\_\_\_


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



3. **BIDDERS AFFIDAVIT**

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

1. His/her name is Scott WOODMAN and he/she is the individual submitting the bid or is the authorized representative of WOODMAN CONST. CO INC, the entity submitting the bid (hereinafter referred to as "Bidder").
  2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
  3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
  5. Bidder has not knowingly violated any provision of 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.

X   
\_\_\_\_\_  
(Affiant)

STATE OF KY

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Scott Woodman on this the 24 day of JAN, 2023.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

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

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following 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.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

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

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

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

#### **All Pricing must be submitted in Ionwave to be considered a responsive bid.**

For a lump sum-based bid, the item total is the bid amount the Division uses for bid comparison.

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

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

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

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

Southland Park Stormwater Improvements Project – Phase 2 Bid Items

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
1.	1	LS	Mobilization (3.5% maximum)	Dollars	\$ 51,487.99 \$ 51,487.99
				Cents	
			Per Lump Sum		
2.	1	LS	General Conditions	Dollars	\$ 102,125.00 \$ 102,125.00
				Cents	
			Per Lump Sum		
3.	1	LS	Maintenance of Traffic	Dollars	\$ 32,500.00 \$ 32,500.00
				Cents	
			Per Lump Sum		
4.	2	EA	Remove Existing Tree Stump	Dollars	\$ 2,000.00 \$ 4,000.00
				Cents	
			Per Each		
5.	2	EA	Remove Existing Tree (5" – 12")	Dollars	\$ 3,000.00 \$ 6,000.00
				Cents	
			Per Each		
6.	1	EA	Storm Sewer Manhole – 6' Diameter with Grate	Dollars	\$ 5,700.70 \$ 5,700.70
				Cents	
			Per Each		
7.	7	EA	Storm Sewer Manhole – 5' Non-Circular	Dollars	\$ 7981.56 \$ 55,870.92
				Cents	
			Per Each		
8.	2	EA	Storm Sewer Manhole – 6' Non-Circular	Dollars	\$ 8171.32 \$ 16,342.64
				Cents	
			Per Each		
9.	1	EA	Storm Sewer Manhole – 4'x7' Non-Circular	Dollars	\$ 6,657.17 \$ 6,657.17
				Cents	
			Per Each		

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid	
10.	1	EA	KYTC Type B Curb Inlet 6'x6'	Dollars	\$ 11,970.17	
				Cents		\$ 11,970.17
			Per Each			
11.	5	EA	Triple Curb Box Inlet	Dollars	\$ 9,815.81	
				Cents		\$ 49,079.05
			Per Each			
12.	1	EA	Concrete Headwall – 30-inch Equivalent	Dollars	\$ 7,786.50	
				Cents		\$ 7,786.50
			Per Each			
13.	9	LF	Storm Sewer Pipe – Double 24-inch	Dollars	\$ 1,403.86	
				Cents		\$ 12,634.74
			Per Linear Foot			
14.	305	LF	Storm Sewer Pipe – 42-inch	Dollars	\$ 375.60	
				Cents		\$ 114,558.00
			Per Linear Foot			
15.	27	LF	Storm Sewer Pipe – Double 24-inch RCEP	Dollars	\$ 1,026.23	
				Cents		\$ 27,708.21
			Per Linear Foot			
16.	1,660	LF	Storm Sewer Pipe – 30-inch RCEP	Dollars	\$ 308.12	
				Cents		\$ 511,429.20
			Per Linear Foot			
17.	287	LF	Storm Sewer Pipe – 42-inch RCEP	Dollars	\$ 404.55	
				Cents		\$ 116,105.85
			Per Linear Foot			
18.	7	EA	Connect to Existing Pipe or Structure	Dollars	\$ 2,717.60	
				Cents		\$ 19,023.20
			Per Each			

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
19.	161	LF	Sanitary Sewer Lateral – 6-inch PVC Dollars Cents Per Linear Foot	\$ 94.77	\$ 15,257.97
20.	3	EA	Connect Lateral to Existing Sanitary Sewer Dollars Cents Per Each	\$ 1,586.07	\$ 4,758.21
21.	4	EA	Connect Exist. Lateral to New Sanitary Sewer Dollars Cents Per Each	\$ 1,086.41	\$ 4,345.64
22.	4	EA	Cap Existing Lateral at Existing Sanitary Sewer Dollars Cents Per Each	\$ 1,586.00	\$ 6,344.32
23.	7	EA	Sanitary Sewer Cleanout Dollars Cents Per Each	\$ 1,549.10	\$ 10,843.70
24.	351	LF	Sanitary Sewer Pipe – 8-inch PVC Dollars Cents Per Linear Foot	\$ 126.29	\$ 44,327.79
25.	1	EA	Sanitary Sewer Manhole – 4’ Diameter Dollars Cents Per Each	\$ 4,657.07	\$ 4,657.07
26.	1	EA	Sanitary Sewer Drop Manhole – 4’ Diameter Dollars Cents Per Each	\$ 8,515.32	\$ 8,515.32
27.	1,600	LF	Remove and Replace Existing Curb & Gutter Dollars Cents Per Linear Foot	\$ 39.00	\$ 62,400

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
28.	500	SY	Remove and Replace Concrete Sidewalk Dollars Cents Per Square Yard	\$ <u>85.00</u>	\$ <u>42,500.00</u>
29.	6	EA	Remove Existing Sidewalk Ramp Dollars Cents Per Each	\$ <u>500.00</u>	\$ <u>3,000.00</u>
30.	5	EA	Sidewalk Ramp Dollars Cents Per Each	\$ <u>750.00</u>	\$ <u>3,750.00</u>
31.	7	EA	Replace Entrance Apron – 12’ Wide Concrete Dollars Cents Per Each	\$ <u>1,650.00</u>	\$ <u>11,550.00</u>
32.	7	EA	Replace Entrance Apron – 18’ Wide Concrete Dollars Cents Per Each	\$ <u>2,150.00</u>	\$ <u>15,050.00</u>
33.	750	TN	Pavement Milling and Texturing Dollars Cents Per Lump Sum	\$ <u>50.00</u>	\$ <u>37,500.00</u>
34.	800	TN	Asphalt Surface Dollars Cents Per Ton	\$ <u>201.90</u>	\$ <u>161,520.00</u>
35.	70	TN	Dense Graded Aggregate (DGA) Dollars Cents Per Ton	\$ <u>45.00</u>	\$ <u>3,150.00</u>
36.	205	LF	Chain Link Fencing (4-feet high) Dollars Cents Per Linear Foot	\$ <u>30.00</u>	\$ <u>6,150.00</u>

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
37.	1	EA	Chain Link Single Gate Dollars Cents Per Each	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
38.	1	EA	Chain Link Double Gate Dollars Cents Per Each	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
39.	85	LF	Temporary Fencing (Pet Containment) Dollars Cents Per Linear Foot	\$ <u>29.41</u>	\$ <u>2,499.85</u>
40.	20	TN	Class III Channel Lining Dollars Cents Per Ton	\$ <u>75.00</u>	\$ <u>1,500.00</u>
41.	2,000	SY	Seeding and Protection Dollars Cents Per Square Yard	\$ <u>8.00</u>	\$ <u>16,000.00</u>
42.	1	LS	Project Signs Dollars Cents Per Each	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
43.	1	LS	Erosion Control and SWPPP Dollars Cents Per Lump Sum	\$ <u>13,500.00</u>	\$ <u>13,500.00</u>
44.	1	LS	Demobilization (1.5% minimum) Dollars Cents Per Lump Sum	\$ <u>25,200.00</u>	\$ <u>25,200.00</u>
<b>Total for Bid Items 1 through 44:</b>				<u>1,666,349.21</u>	

TOTAL OF ALL BID PRICES FOR Southland Park Stormwater Improvements Project – Phase 2 (Items 1 through 44) in words and figures. In case of discrepancy, the amount shown in words will govern.

one million six hundred sixty six thousand three hundred forty nine & 21/100. (\$ 1,666,349.21 )

Submitted by:

WOODAM CONST. CO., INC.  
Firm

1332 CASHILL  
Address

LYN KY 40504  
City, State & Zip

Bid must be signed:  
(original signature)

X  PRES.  
Signature of Authorized Company Representative – Title

SCOTT WOODAM  
Representative/s Name (Typed or Printed)

859 233 2909 859 281 6259  
Area Code – Phone – Extension Fax #

mpers@woodamconst.com  
E-Mail Address

OFFICIAL ADDRESS:

1332 CASHILL  
LYN KY 40504

(Seal if Bid is by Corporation)

By signing this form, you agree to ALL terms, conditions, and associated forms in this bid package.



5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: WOODMAN
- 2. Permanent Place of Business: 1332 Cahill Ave Key
- 3. When Organized: 1983
- 4. Where Incorporated: Key
- 5. Construction Plant and Equipment Available for this Project:  
TRACKHOE  
DOZER  
SKID STEER

(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:

\_\_\_\_\_ (Surety)

Signed: \_\_\_\_\_ (Representative of Surety)

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Regency Storm	Lex	2.2 m
MAIN ST. Streetscape	Lex	2.3 m

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

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

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

<u>NAME</u>	<u>NO. OF YEARS POSITION DESCRIPTION</u>	<u>WITH BIDDER</u>
Robert Murr	ENGINEER	20
Scott Woodrum	OWNER	25
Charlie Miller	SUPPR	11

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement 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).

**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</u> <u>List Each Major Item</u> Such as: Grading, bituminous Paving, concrete, seeding and Protection, construction staking, etc	<u>SUBCONTRACTOR</u>	<u>DBE(Yes/No)</u>	<u>% of Work</u>
1. <u>Staking</u>	Name: <u>BWDRIE</u> Address: <u>Lex KY</u>	<u>N</u>	<u>1</u>
2. <u>Asphalt</u>	Name: <u>ATS</u> Address: <u>Lex KY</u>	<u>N</u>	<u>7</u>
3. <u>Seed</u>	Name: <u>Godar Valley</u> Address: _____	<u>Y</u>	<u>1.5</u>
4. _____	Name: _____ Address: _____	_____	_____
5. _____	Name: _____ Address: _____	_____	_____
6. _____	Name: _____ Address: _____	_____	_____
7. _____	Name: _____ Address: _____	_____	_____
8. _____	Name: _____ Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)

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

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

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky \_\_\_\_\_. Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. 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.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Robert Myers

POSITION/TITLE: ENGINEER

STATEMENT OF EXPERIENCE: 30 YEARS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: Scott WOODMAN

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: 25 YEARS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: Charlie Miller

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: 30 YEARS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



**10. 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

WOODAM CONST.

Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit

discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

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

The Act further provides:

#### KRS 45.610. Hiring minorities – Information required

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

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

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under*

*KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*

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

**KRS 45.630 Termination of existing employee not required, when**

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

**KRS 45.640 Minimum skills**

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

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

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

It is the policy of WOODAM CONST. CO. INC

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

12. WORKFORCE ANALYSIS FORM

Name of Organization: Woodall Construction Co., Inc. Date: 01 / 18 / 2023

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	3	3						3	
Professionals	2	2						2	
Superintendents	1	1						1	
Supervisors									
Foremen	7	7						7	
Technicians / Laborers	10	9		1				10	
Truck Drivers Protective Services	4	4						4	
Para-Professionals									
Office/Clerical	2		2						2
Skilled Craft <i>Ex. Operators</i>	12	9	2	1				10	2
Service/Maintenance	10	10						10	
Total:	51	45	4	2				47	4

Prepared By: John Croaff, II

**13. EVIDENCE OF INSURABILITY**

LENINGTON-FAVETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PRODUCT  
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Woodall Construction Co., Inc Employee ID: 61-1138771  
 Address: 1332 Cahill Dr. Lex. KY 40504 Phone: 859-235-2909  
 Project to be insured: Southland Park Stormwater Improvements Ph 2

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1	see provisions	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 Occ \$2,000,000 Agg	Travelers	A++	XV
SC-3, Section 2, Part 4.1	see provisions	\$2,000,000 per occ.	\$1,000,000 Occ	Travelers	A++	XV
SC-3, Section 2, Part 4.1	see provisions	WC	\$4,500,000	KY AGC	A-	VII

\*Umbrella \$1,000,000 Travelers A++ XV  
 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.  
**GCH Insurance Group**  
 Agency of Brokerage  
 John W. Hampton  
 Name of Authorized Representative

780 Winchester Road  
 Street Address  
 Lexington KY 40505  
 City State Zip  
 859-254-1836  
 Telephone Number  
 Producer Title  
 John W. Hampton  
 Authorized Signature  
 January 18, 2023  
 Date

NOTE: Authorized signatures may be the agents if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.  
**IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.**

14. DEBARRED FIRMS

PROJECT NAME: Southland Storm - Phase 2

BID NUMBER: #158-2022

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY

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

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

The undersigned hereby certifies that the firm of WOODMAN CONST. CO. 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.

Woodman Const. Co. Inc.  
Name of Firm Submitting Bid

[Signature]  
Signature of Authorized Official

President  
Title

1/24/2023  
Date

**15. 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: WOODM CONST. CO. INC.

Project: #158-2022

Printed Name and Title of Authorized Representative: SCOTT WOODIM - Pres.

Signature: 

Date: 1/24/2023

- END OF SECTION -





**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 158-2022

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

WOODAM  
Company

1/31/23  
Date

[Signature]  
Company Representative

PRES  
Title



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 158-2022

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

WOODSON  
 Company  
1/31/23  
 Date

[Signature]  
 Company Representative  
PRES  
 Title



**MWDBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # 158-2022

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
CEDAR VALLEY				Seed			WBE	

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

WOODM  
 Company  
1/31/23  
 Date

[Signature]  
 Company Representative  
P.O.S.  
 Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

WOODAM  
 \_\_\_\_\_  
 Company  
1/23/  
 \_\_\_\_\_  
 Date

X [Signature]  
 \_\_\_\_\_  
 Company Representative  
PPS  
 \_\_\_\_\_  
 Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 158-2022

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

Included documentation of advertising in the above publications with the bidders good faith efforts package

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation,

even when the prime contractor may otherwise perform these work items with its own workforce

Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

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

WOODMAN  
Company  
1/31/23  
Date

  
Company Representative  
PICS  
Title



**CRUM & FORSTER**

A FLEXBANK COMPANY

BID BOND

KNOW ALL BY THESE PRESENTS, That we Woodall Construction Co., Inc.

1332 Cahill Drive, Lexington, KY 40504-1164

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. 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 Southland Park Stormwater Improvements - Phase 2

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 19th day of January, 2023

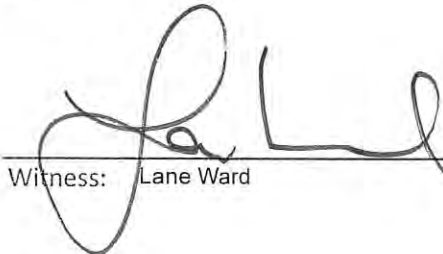
  
Witness:

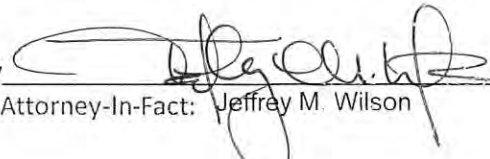
Woodall Construction Co., Inc.

By:  (Seal)  
Principal

  
Title:

United States Fire Insurance Company

  
Witness: Lane Ward

By:   
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 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 28th day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, 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.



Melissa H. D'Alessio (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 19 day of January 20 23

**UNITED STATES FIRE INSURANCE COMPANY**



Michael C. Fay, Senior Vice President