

PART III
FORM OF PROPOSAL

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PART III

Invitation to Bid No. 98-2021

Kearney Ridge and Beaumont Woods Detention Basin Improvements

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 10/28/21

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

This Proposal Submitted by Lagco Inc.
1490 Sunshine Ln Lexington KY 40505
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as a Corporation
"a corporation," "a partnership", or an "individual" as applicable.

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

Gentlemen:

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

BIDDER hereby agrees to commence Work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 10/11/21

Addendum No. 2 Date 10/20/21

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

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

2. **LEGAL STATUS OF BIDDER**

Bidder Lagco Inc

Date 10/28/21

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Randy Greene, 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, Randy Greene, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Randy Greene and he/she is the individual submitting the bid or is the authorized representative of Largo 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.

Randy Greene
(Affiant)

STATE OF KY
COUNTY OF State at Large

The foregoing instrument was subscribed, sworn to and acknowledged before me by Randy Greene on this the 28th day of October, 2021.

My Commission expires: 8/26/22
John Nicholas Smith
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 and in numbers 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 number.

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 for a responsive bid.

For a lump sum-based bid, the item total is the bid amount the Division uses for bid comparison. In addition to the Total Lump Sum Bid Price (Bid Schedule Item 3), both individual Lump Sum bid prices for Kearney Ridge (Bid Schedule Item 1) **AND** Beaumont Woods Detention Basin Improvements (Bid Schedule Item 2) shall be completed to be considered a responsive bid.

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 CONTRACTOR shall provide total lump sum bid prices for items 1 through 3 to be considered a responsive bid. In the event of additional quantities authorized by the ENGINEER or OWNER, the CONTRACTOR shall provide unit prices for the following items (items 4 through 29):

Item No.	Description w/ Bid Price Written in Words	Unit	Unit Price
1	Kearney Ridge Detention Basin Improvements <i>One hundred Nineteen thousand, forty nine</i> Dollars and <i>Zero</i> Cents per unit	LS	\$ <u>119,049.00</u>
2	Beaumont Woods Detention Basin Improvements <i>One hundred twenty six thousand two hundred</i> Dollars and <i>Seven</i> Cents per unit	LS	\$ <u>126,250.00</u>
3	Kearney Ridge and Beaumont Woods Detention Basin Improvements <i>two hundred forty five thous. two hund. Ninety nine</i> Dollars and <i>Zero</i> Cents per unit	LS	\$ <u>245,299.00</u>

Item No.	Description w/ Bid Price Written in Words	Unit	Unit Price
4	Mobilization and Demobilization Six thousand nine hundred thirty six Dollars and zero Cents per unit	LS	\$ 6,936.00
5	Clearing and Grubbing forty one thousand eight hundred thirty four Dollars and zero Cents per unit	LS	\$ 41,834.00
6	Construction Staking four thousand Dollars and zero Cents per unit	LS	\$ 4,000.00
7	Stabilized Construction Entrance Sixty four thousand four hundred twenty five Dollars and zero Cents per unit	LS	\$ 54,425.00
8	Embankment eight Dollars and zero Cents per unit	CY	\$ 8.00
9	Remove and Replace Fence ninety one Dollars and zero Cents per unit	LF	\$ 91.00
10	Remove Headwall and Inlet Structure One thousand two hundred seventeen Dollars and zero Cents per unit	EA	\$ 1,217.00
11	Remove Trees (5" to 12" in Diameter) two thousand five hundred Dollars and zero Cents per unit	EA	\$ 2,500.00
12	2' x 2' Catch Basin with Beehive Grate two thousand five hundred forty four Dollars and zero Cents per unit	EA	\$ 2,544
13	Concrete Apron and Wingwalls three thousand forty two Dollars and zero Cents per unit	EA	\$ 3,042.00

Item No.	Description w/ Bid Price Written in Words	Unit	Unit Price
14	Slope Protection (Type II Channel Lining) <u>Eighty five</u> Dollars and <u>zero</u> Cents per unit	TON	\$ <u>85.00</u>
15	Anti-Seep Collar <u>three thousand one hundred sixty five</u> Dollars and <u>zero</u> Cents per unit	EA	\$ <u>3,165.00</u>
16	Channel Lining (Flexamat Plus or Approved Equal) <u>one hundred thirty one</u> Dollars and <u>zero</u> Cents per unit	SY	\$ <u>131.00</u>
17	MarMac Seal, Wrap, and/or Coupling (or Approved Equivalent) <u>three hundred twenty nine</u> Dollars and <u>zero</u> Cents per unit	EA	\$ <u>329.00</u>
18	18" Stormwater Pipe (RCP) <u>one hundred thirty eight</u> Dollars and <u>zero</u> Cents per unit	LF	\$ <u>138.00</u>
19	30" Stormwater Pipe (RCP) <u>one hundred ninety four</u> Dollars and <u>zero</u> Cents per unit	LF	\$ <u>194.00</u>
20	30" Pipe Culvert Headwall <u>one thousand nine hundred fifty seven</u> Dollars and <u>zero</u> Cents per unit	EA	\$ <u>1,957.00</u>
21	Monolithic Concrete Curb and Gutter Removal and Replacement <u>one hundred forty four</u> Dollars and <u>zero</u> Cents per unit	LF	\$ <u>144.00</u>
22	Concrete Sidewalk <u>eighty seven</u> Dollars and <u>zero</u> Cents per unit	SY	\$ <u>87.00</u>
23	Site Restoration, Sod (Method A) <u>twenty nine</u> Dollars and <u>zero</u> Cents per unit	SY	\$ <u>29.00</u>
24	Site Restoration, Seed and Straw (Method B) <u>twelve</u> Dollars and <u>zero</u> Cents per unit	SY	\$ <u>12.00</u>

Item No.	Description w/ Bid Price Written in Words	Unit	Unit Price
25	Site Restoration, Seed, Straw and Net (Method C) <u>Seventeen</u> Dollars and <u>zero</u> Cents per unit	SY	\$ <u>17.00</u>
26	Erosion Control Blanket (ECB) <u>eight</u> Dollars and <u>zero</u> Cents per unit	SY	\$ <u>8.00</u>
27	Silt Trap (KYTC Type C) <u>two hundred fifty</u> Dollars and <u>zero</u> Cents per unit	EA	\$ <u>250.00</u>
28	Erosion Prevention and Sediment Control Maintenance <u>two thousand one hundred</u> Dollars and <u>zero</u> Cents per unit	MO	\$ <u>2,100.00</u>
29	Construction Dewatering <u>two thousand eight hundred</u> Dollars and <u>zero</u> Cents per unit	MO	\$ <u>2,800.00</u>

All Pricing must be submitted in Ionwave for a responsive bid.

The ENGINEER's Estimated Quantities shown in the Construction Plans are to be considered approximate. It is the CONTRACTOR's responsibility to verify and determine quantities and unit costs that reflect the Total Lump Sum Costs for the entire project. Once the bid is submitted, the CONTRACTOR will not be permitted to alter the unit prices identified in the Bid Schedule.

Submitted by:

Lagco Inc

Firm

1490 Sunshine Ln

Address

Lexington Ky 40505

City, State & Zip

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

Randy Greene Pres. dev
Signature of Authorized Company Representative – Title

Randy Greene

Representative/s Name (Typed or Printed)

859-293-7473

Area Code – Phone – Extension

Fax #

Randy@Lagco.Com

E-Mail Address

OFFICIAL ADDRESS:

1490 Sunshine Ln

Lexington Ky 40505

(Seal if Bid is by Corporation)

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

FORM OF PROPOSAL

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: Lagco, Inc.
- 2. Permanent Place of Business: 1490 Surfshine Lane, Lexington, KY 40505
- 3. When Organized: 1/1/1980
- 4. Where Incorporated: Kentucky
- 5. Construction Plant and Equipment Available for this Project:
Whatever is needed.

(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:

Great American Insurance Company (Surety)

Signed: James H. Martin (Representative of Surety)
James H. Martin, Attorney-in-Fact

See Attached

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

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>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>

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 - LIST EACH Work</u>	<u>SUBCONTRACTOR</u>	<u>DBE</u>	<u>% of</u>
<u>MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.		<u>Yes/No</u>	
1. <u>Seeding and Protection</u>	Name: <u>Cedar Valley Seeding</u>	<u>Yes</u>	<u>5%</u>
	Address: <u>851 Redman Rd</u>		
2. <u>Concrete Curb and Sidewalk</u>	Name: <u>Hubbard Construction</u>	<u>NO</u>	<u>2%</u>
	Address: <u>192 Mt. Vernon Rd</u>		
3. _____	Name: _____	_____	
	Address: _____		
4. _____	Name: _____	_____	
	Address: _____		
5. _____	Name: _____	_____	
	Address: _____		
6. _____	Name: _____	_____	
	Address: _____		
7. _____	Name: _____	_____	

(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 Ky 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.

Schedule C – Personnel

Name	Position	Date started with	date started in	prior positions /
		Organization	Construction	experience
Randy Greene	President	1980	1980	insulation, mechanical, estimator
				Project manager, vice president
J.R. Greene	vice president	1980	1980	laborer, foreman, vice president
Bruce Kuntz	estimator /manager	2002	2002	estimator / Project manager
Jarrold Conn	estimator / project	2003	2003	estimator / project manager
	Manager			
Gregg Profit	Field Superintendent	2008	1987	Foreman, operator, superintendent
Marshal Todd	Foreman/operator	2008	1993	labor, operator, foreman
Les Mcantosh	Foreman / operator	2012	1989	labor, operator, foreman
Greer Rogers	Foreman / operator	2014	2002	labor, operator, foreman

9. EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Randy Mean
Signature

Lagco Inc
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.

10. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Lagco 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: Lagco Inc. Date: 10 / 28 / 21

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	7	7							
Professionals									
Superintendents	1	1							
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	3	1	2						
Skilled Craft	45	44		1					
Service/Maintenance									
Total:	56	53	2	1					

Prepared By: Melissa Weeks

13. EVIDENCE OF INSURABILITY

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

Names Insured: Lagco Inc Employee ID: 610964578
 Address: 1490 Sunshin LA Phone: 859-293-7473

Project to be insured: Kearney Ridge and Bowman Woods Detention Basin Improvements

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	CGI	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 2,000,000	Westfield Ins. Co.	A	XIV
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$1,000,000	Westfield Ins. Co.	A	XIV
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/ endorsement as noted	\$4,000,000	Ky Assoc. Gen. Contractors	A-	

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage: Arthur J. Gallagher + Co. Name of Authorized Representative: Sandra Burnash
 Street Address: 9300 Shelbyville Rd Title: Asst. Manager
 City: Louisville State: Ky Zip: 40222 Authorized Signature: [Signature]
 Telephone Number: 502-716-7851 Date: _____

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

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.

13. DEBARRED FIRMS

**PROJECT NAME: KEARNEY RIDGE AND BEAUMONT WOODS DETENTION
BASIN IMPROVEMENTS**

BID NUMBER: 98-2021

**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 Lagco Inc has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

Lagco Inc
Name of Firm Submitting Bid

Randy Meese
Signature of Authorized Official

President
Title

10/28/21
Date

14. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: Lagco Inc

Project: Kearney Ridge and Beaumont Woods Detention Improvements

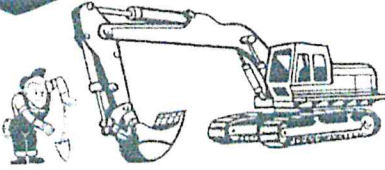
Printed Name and Title of Authorized Representative: Randy Greene President

Signature: Randy Greene

Date: 10/28/21

- END OF SECTION -

LAGCO



EXCAVATION

P.O. Box 12510 * Lexington, Kentucky 40583
PHONE: (859) 293-7473 * FAX: (859) 293-7471

FROM : Jarrod Conn
PROJECT :
DATE : 10-28-2021

JOBS & REFERENCES (Both Current and Complete)
Schedule A and B

Start Date: 2020

Name: Georgetown Main Street Water Line

Location: Georgetown, KY

Prime: Lagco Inc.

Description: Installation of new DI water line

Reference / Contact Name: Georgetown Municipal Allen Bryan

Reference Address / Phone: Georgetown, KY
(502)-863-7816

Project Owner: City Of Georgetown

Date Complete: *not complete*

Design Engineer: Kentucky Engineering Group

Contract Price: \$660,000.00

Start Date: 2020

Name: LFUCG Cane Run Sewer Project

Location: Lexington, KY

Prime: Lagco Inc.

Description: Site grading site sanitary and storm

Reference / Contact Name: Eddie Mesta

Reference Address / Phone: Lexington, KY
(859)-948-3218

Project Owner: LFUCG

Date Complete: *not complete*
Design Engineer: Integrated Engineering
Contract Price: \$4,400,000.00

Start Date: 2016
Name: LFUCG Meadows Northland Arlington Phase E & F
Location: Lexington, KY
Prime: Lagco Inc.
Description: Site grading site sanitary and storm
Reference / Contact Name: LFUCG Jim Gillis / Andrew Grunwald
Reference Address / Phone: Lexington, KY
(859)-509-6784

Project Owner: LFUCG
Date Complete: 2018
Design Engineer: Integrated Engineering
Contract Price: \$2,400,000.00

Start Date: July, 2017
Name: Alpha Chi Omega
Location: Lexington, KY
Prime: Alliance Corp
Description: Site grading and storm
Reference / Contact Name: Brandon Ackers / Alliance
Reference Address / Phone: 2014 KY RT 321
Prestonsburg, KY 41653
(606)-886-8748

Project Owner: UK
Date Complete: 2018
Design Engineer: Sherman Carter Barnhart
Contract Price: \$135,000.00

Start Date: July, 2015
Name: Stantec
Location: Lexington, KY
Prime: Denham Blythe
Description: Site grading and storm for new Stantec Office
Reference / Contact Name: Fred Fiscus with Denham Blythe
Reference Address / Phone: PO Box 11636
Lexington, KY 40576
(859)255-7405

Project Owner: Stantec
Design Engineer: Denham Blythe
Date Complete: complete
Contract Price: \$194,200.00

Start Date: June 2015
Name: ETS Realty
Location: Lexington, KY
Prime: Dean Builds
Description: Sire grading, storm, and sanitary for new ETS Realty office
Reference / Contact Name: Matt Troop with Dean Builds
Reference Address / Phone: 836 Euclid Avenue, Suite 306
Lexington, Kentucky 40502
859.269.1385

Project Owner: ETS Realty
Design Engineer: Vision Engineering
Date Complete: complete
Contract Price: \$348,300.00

Start Date: June 2015
Name: Student Center Mechanical Excavation
Location: Lexington, KY
Prime: Finney Company
Description: Excavation for mechanical work at new UK Student Center
Reference / Contact Name: Tom Finney with Finney Company
Reference Address / Phone: 1132 Finney Dr,
Lexington, KY 40511
(859) 253-0659

Project Owner: University of Kentucky
Design Engineer: CMTA
Date Complete: complete
Contract Price: \$1,611,118.00

Start Date: June 2015
Name: Student Center Electrical Excavation
Location: Lexington, KY

Prime: Davis H. Elliot

Description: Excavation for electrical work at new UK Student Center

Reference / Contact Name: Jeff Zellen with Davis H. Elliot

Reference Address / Phone: 673 Blue Sky Parkway
Lexington, Kentucky 40509
(859) 263-5148 ext. 1115 Office

Project Owner: University of Kentucky

Design Engineer: CMTA

Date Complete: complete

Contract Price: \$787,348.00

Start Date: April 2015

Name: Frankfort Telecom Headend Facility

Location: Frankfort Kentucky

Prime: Woodbine Construction

Description: Site grading and storm for new building and lot at Frankfort Telecom Headend Facility

Reference / Contact Name: Rusty Stafford with Woodbine Construction

Reference Address / Phone: 425 East Woodbine Street
Louisville, Kentucky 40208
502-435-1195

Project Owner: Frankfort Plant Board

Design Engineer: GRW

Date Complete: May 2016

Contract Price: \$333,300.00

Start Date: July 2015

Name: UK Academic Science

Location: Lexington, KY

Prime: Jostin Construction

Description: Site package for Academic Science Building at UK

Reference / Contact Name: Gary Foreman with Jostin Construction

Reference Address / Phone: 2335 Florence Ave.
Cincinnati, OH 45206

(513) 559-9390

Project Owner: University of Kentucky

Design Engineer: Carman

Date Complete: complete

Contract Price: \$350,000.00

Start Date: November 2014

Name: UK South Commons

Location: Lexington, KY

Prime: Rycon Construction

Description: Site grading and storm at new UK South Commons Building/site

Reference / Contact Name: Andrew Redlinger

Reference Address / Phone: 2525 Liberty Avenue
Pittsburgh, PA 15222
(412) 925-0372

Project Owner: University of Kentucky

Design Engineer: Ross Tarrant

Date Complete: Sept 2015

Contract Price: \$745,400.00

Start Date: July 2014

Name: Meadows North Arlington

Location: Lexington, KY

Prime: Lagco

Description: Storm work for the city of Lexington

Reference / Contact Name: Jim Gillis with LFUCG

Reference Address / Phone: 101 East Vine Street, 4th floor
Lexington, KY 40507
(859)258-3410

Project Owner: LFUCG

Design Engineer: Fred Eastridge

Date Complete: August 2015

Contract Price: \$820,911.00

Start Date: February 2014

Name: EKU Steam Line Phase III

Location: Richmond, KY

Prime: Lagco

Description: Installing new steam line and vaults

Reference / Contact Name: John Mason

Reference Address / Phone: Staggs & Fisher, Inc.
3264 Lochness Drive
Lexington, KY 40517
(859) 271-3246

Project Owner: Eastern Kentucky University

Design Engineer: Staggs & Fisher

Date Complete: November 2015

Contract Price: \$1,060,994.00

Start Date: November 2013

Name: Anniston Wickland Storm Sewer

Location: Lexington, KY

Prime: Lagco

Description: Installation of city storm sewer

Reference / Contact Name: Billy Warren with LFUCG

Reference Address / Phone: 101 East Vine Street, 4th floor
Lexington, KY 40507
(859)258-3410

Project Owner: LFUCG

Design Engineer: Fred Eastridge

Date Complete: March 2015

Contract Price: \$989,346.00

Start Date: November 2013

Name: UK Gatton Building

Location: Lexington, KY

Prime: Skanska

Description: Site grading, storm installation, and sanitary sewer for new UK Gatton College addition

Reference / Contact Name: Johnathan Buddy with Skanska

Reference Address / Phone: UK Gatton College of Business and Economics
University of Kentucky
550 S. Limestone St.

Lexington, KY 40508
(513) 325-3652

Project Owner: University of Kentucky
Design Engineer: Ross Tarrant
Date Complete: June 2016
Contract Price: \$1,965,578.00

Start Date: August 2013
Name: Woodland Sanitary Sewer
Location: Woodland Avenue, Lexington, KY
Prime: Lagco
Description: Installation of sewer line and laterals in the street
Reference / Contact Name: Raymond Haunz with UK
Reference Address / Phone: Division of Purchasing, University of Kentucky
Peterson Service Building
Lexington, KY 40505
(859) 806-6054

Project Owner: LFUCG/University of Kentucky
Design Engineer: Staggs and Fisher
Date Complete: August 2014
Contract Price: \$792,297.00

Start Date: May 2013
Name: EKU Steam Line Replacement Phase 2
Location: Richmond Ky
Prime: Yes
Description: Installing new steam line
Reference / Contact Name: John Mason
Reference Address / Phone: Staggs & Fisher, Inc.
3264 Lochness Drive
Lexington, Ky 40517
(859) 271-3246

Project Owner: EKU
Design Engineer: Staggs & Fisher
Date Complete: August, 2013
Contract Price: \$ 338,500.00

Start Date: May 2013
Name: Glendover Elementary School
Location: Lexington, KY
Prime: No
Description: Site grading & storm drainage
Reference / Contact Name: Ashley Davis
Reference Address / Phone: Woodford Builders
440 Fairman Road
Lexington, KY 40511
Project Owner: Fayette County School Board
Design Engineer: Carman Engineering
Date Complete: August 2015
Contract Price: \$ 499,845.00

Start Date: June 2012
Name: Sunset Avenue Storm Line
Location: Richmond
Prime: Yes
Description: Installing storm piping in street
Reference / Contact Name: CDP Engineers - Sandy Camargo
Reference Address / Phone: 3250 Blazer Parkway
Lexington, KY 40509
(859) 264-7500
Project Owner: City Of Richmond
Design Engineer: CDP Engineers
Date Complete: completed Dec. 2012
Contract Price: \$ 647,953.53

Start Date: May 2012
Name: EKU Steam Line
Location: Richmond
Prime: Lagco
Description: Installing 60" RCP for steam Tunnel
Reference / Contact Name: John Mason
Reference Address / Phone: Staggs & Fisher, Inc.
3264 Lochness Drive
Lexington, Ky 40517

Project Owner: EKU
Design Engineer: Staggs & Fisher
Date Complete: Complete Dec. 2012
Contract Price: \$ 748,800.00

Start Date: March 2012
Name: Papacina Restaurant
Location: Lexington, KY
Prime: Greer Companies
Description: Grading & installing storm & sanitary
Reference / Contact Name: David Mitchell w/ Greer Companies
Reference Address / Phone: 3620 Walden Drive, Suite 200
Lexington, KY 40517

Project Owner: Part of Greer Companies
Design Engineer: CMW Inc.
Date Complete: Complete 2013
Contract Price: \$285,660.00

Start Date: Aug. 2011
Name: University Of Kentucky UK CAER Phase 3
Location: Lexington Kentucky
Prime: No
Description: Grading, Storm drainage & sanitary
Reference / Contact Name: Turner Construction, Jason Kruse
Reference Address / Phone: 633 West Main Street Suite 450
Louisville, KY 40202
(502) 377-0688

Project Owner: University Of KY
Design Engineer: Vision Engineer
Date Complete: June 2012
Contract Price: \$313,485.00

Start Date: December May 2010
Name: UK Steam Line
Location: Lexington

Prime: No

Description: Excavate & install new steam line

Reference / Contact Name: Dan Branscum w/ Staggs & Fisher

Reference Address / Phone: Staggs & Fisher, Inc.

3264 Lochness Drive

Lexington, KY 40517

(859) 271-3246

Project Owner: University of KY

Design Engineer: Staggs & Fisher

Date Complete: Complete

Contract Price: \$948,950.00

Start Date: February 2009

Name: Bluegrass Station Infrastructure

Location: Lexington Ky

Prime: Yes

Description: installing site storm, sanitary, water, asphalt & fire protection

Reference / Contact Name: Bluegrass Station - Paul Cable

Reference Address / Phone: 5751 Briar Hill Road

Lexington, KY 40516

(859) 293-3203

Project Owner: Bluegrass Station

Design Engineer: CDP Engineers

Date Complete: June 2012

Contract Price: \$ 3,697,449.00

Start Date: 2010

Name: UK 4th & 5th floor steam line

Location: Lexington

Prime: No

Description: Excavation & installing Steam line

Reference / Contact Name: Rich Reidle

Reference Address / Phone: Peterson Service Building

Lexington, KY 40506

(859) 257-5911

Project Owner: University Of KY

Design Engineer: Staggs & Fisher Consulting Engineers - Dan Branscum

Date Complete: 2011

Start Date: 2010

Name: Madison Southern High School

Location: Richmond

Prime: Yes

Description: Grading, site storm & asphalt

Reference / Contact Name: Tony Thomas

Reference Address / Phone: Clotfelter-Samokar
PSC Architecture, Engineering
228 E. Reynolds Road, Suite One
Lexington, KY 40517
(859) 338-7485

Project Owner: Madison County Board Of EDU

Design Engineer: Clotfelter-Samokar

Date Complete: 2011

Contract Price: \$ 381,716.00

Start Date: 2010

Name: Aniston Wickland Storm Water

Location: Lexington

Prime: Yes

Description: Remediation sink holes, Grading & site storm

Reference / Contact Name: LFUCG - Rick Day

Reference Address / Phone: 301 Lisle Industrial Ave. Lexington, KY 40511
(859) 425-2407

Project Owner: Lexington Fayette Urban County Government

Design Engineer: Lexington Fayette Urban County Government

Date Complete: 2011

Contract Price: \$ 653,827.00

Start Date: 2009

Name: Lower Howards Creek

Location: Winchester, KY

Prime: Yes

Description: Installing Gravity Sanitary Sewer

Reference / Contact Name: Winchester Municipal Utilities, Duke Dryden

Reference Address / Phone: WMU

150 N Main St,
Winchester, KY 40391
(859) 744-5434

Project Owner: WMU

Design Engineer: Palmer Engineering

Date Complete: 2010

Contract Price: \$ 737,522.00

Start Date: 2009

Name: UK CAER Phase 1

Location: Lexington

Prime: No

Description: Grading & installing storm, sanitary, Concrete, etc..

Reference / Contact Name: Turner Construction, Jason Kruse

Reference Address / Phone: 633 West Main Street Suite 450
Louisville, KY 40202
(502) 377-0688

Project Owner: University Of KY

Design Engineer: Vision Engineering

Date Complete: June 2010

Contract Price: \$834,489.00

Start Date: 2008

Name: St Luke Methodist Church

Location: Lexington

Prime: No

Description: Grading, storm, sanitary

Reference / Contact Name: Burchfield Thomas General Contracting

Reference Address / Phone: 1610 Old Frankfort Pike
Lexington, KY 40577
(859) 231-6170

Project Owner: St Luke United Methodist Church

Design Engineer: John L. Carmen & Assoc. - Chris Howard - 310 Old Vine
Street Lexington, KY 40507 (859) 254-8903

Date Complete: 2009

Contract Price: \$522,752.00

Start Date: 2007

Name: Keeneland Force Main

Location: Lexington

Prime: Yes

Description: Installing sanitary Force main

Reference / Contact Name: Keeneland, John Howard

Reference Address / Phone: 4201 Versailles Rd.

Lexington, KY 40510

(859)-288-4232

Project Owner: Keeneland

**Design Engineer: GRW 801 Corporate Drive Lexington, KY 40503 (859)
2333-999**

Date Complete: 2007

Contract Price: \$ 243,153.00

Other projects Lagco has accomplished:

2007

Huntertown Elementary	\$ 279,642.00
Equine Vet Clinic	\$ 249,825.00
Value Place Hotel	\$ 212,736.00
Montessori Elementary	\$ 174,890.00

2008

UK Farm Road Steam Line	\$ 1,042,315.00
Nicholas County High	\$ 236,444.00
Southwest High	\$ 130,856.00
Scott County Career Tech	\$ 123,181.00
Anderson County Annex	\$ 252,000.00

2009

UK Patient Care	\$ 167,115.00
Rowan County Courthouse	\$ 508,332.00
BB&T Bank	\$ 133,857.00
Waynesburg Elementary	\$ 286,975.00
Eastern State Hospital	\$ 87,000.00

2010 & 2011

UK fine Arts Building	\$ 59,000.00
Congleton Lumber Building	\$ 52,497.00
Tire Discounters	\$ 70,725.00

2012 & 2013

Kentucky military museum	\$ 25,000.00
Lexmark building 005	\$ 181,900.00
Logans Roadhouse	\$ 65,567.00
Meadothorpe Elementary School	\$ 239,443.00
North Maysville water line	\$ 94,403.00
Panda express	\$ 82,784.00
Taco Bell	\$ 16,182.00



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 98-2021

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. Cedar Valley Seeding 851 Redman Rd Paris, KY 40361 859-749-8006	WBE	Seeding and Protection	\$17,775.00 Per unit prices	7% estimated
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.

Lagco Inc
 Company
10/28/21
 Date

Randy Har
 Company Representative
President
 Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 98-2021

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.

Lagco Inc

Company

10/28/21

Date

Randy Neal

Company Representative

president

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 98-2021

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 <u>Lasco Inc</u>	Contact Person <u>Blake Johnson</u>
Address/Phone/Email <u>1490 Sunshine Ln</u>	Bid Package / Bid Date <u>10/28/21</u>

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

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

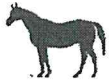
The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Lasco Inc
Company

10/28/21
Date

Randy Hae
Company Representative

President
Title



LEXINGTON

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 # 98-2021
 Total Contract Amount Awarded to Prime Contractor for this Project \$238,089.00

Project Name/ Contract # <u>98-2021</u>	Work Period/ From: _____ To: _____
Company Name: <u>Lagco Inc</u>	Address: <u>1490 Sunshine Ln Lexington KY 40505</u>
Federal Tax ID: <u>61 0964578</u>	Contact Person: <u>Randy Greene</u>

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
<u>Central Valley Seedlings</u>	<u>Seeding and protection</u>	<u>\$17,750.00</u>	<u>7%</u>				

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.

Lagco Inc
 Company
10/28/21
 Date

Randy Moore
 Company Representative
President
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #98-2021

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 MWDBE 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 MWDBE 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.

Lasco Inc
Company

10/28/21
Date

Company Representative
President
Title

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lagco, Inc.
P.O. Box 12510
Lexington, KY 40583

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 E. 4th Street
Cincinnati, OH 45202

OWNER:

(Name, legal status and address) Lexington-Fayette Urban County Government

200 East Main Street
3rd Floor, Room 338
Lexington, KY 40507

BOND AMOUNT: Five Percent of the Amount Bid

(\$ 5% of Bid)

PROJECT:

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

Kearney Ridge and Beaumont Woods Detention Basin Improvements

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

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 28th day of

October

2021


(Witness)

Lagco, Inc.

(Principal)

(Title)

Great American Insurance Company

(Surety)

(Title) Lynnette Long
Attorney-in-Fact


(Witness)

(Seal)

(Seal)

Init.

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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than ELEVEN

No. 0 21074

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DEBORAH NEICHTER	ALL OF	ALL
JILL KEMP	LOUISVILLE, KENTUCKY	\$100,000,000
BARBARA DUNCAN	AMY BOWERS	
MARK A. GUIDRY	MARGIE M. LOWRY	
SANDRA L. FUSINETTI	LEIGH MCCARTHY	
LYNNETTE LONG		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24TH day of APRIL, 2020 .

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24TH day of APRIL, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

28th

day of

October

2021



Steph C. B.

Assistant Secretary