



LEXINGTON

**Bid 98-2023 Addendum 3
Lagco Inc.
Supplier Response**

Event Information

Number: Bid 98-2023 Addendum 3
Title: Meadowthorpe Subdivision Stormwater Improvements
Type: Competitive Bid
Issue Date: 8/21/2023
Deadline: 9/11/2023 02:00 PM (ET)

Contact Information

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

Lagco Inc. Information

Address: 1490 sunshine lane
lexington, KY 40505
Phone: (859) 293-7473

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.

Jarrold Conn

Signature

Submitted at 9/11/2023 01:31:48 PM (ET)

jarrod@lagco.com

Email

Response Attachments

FOP & BID BOND.pdf

Form Of Proposal & Bid Bond

Bid Lines

1	Storm Structure Removal	Quantity: <u>4</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,392.00"/>	Total: <input type="text" value="\$5,568.00"/>
2	Remove/Abandon and Safe Load Storm Pipe	Quantity: <u>80</u> UOM: <u>LF</u>	Price: <input type="text" value="\$128.00"/>	Total: <input type="text" value="\$10,240.00"/>
3	Remove Existing Stacked Stone Culvert	Quantity: <u>41</u> UOM: <u>LF</u>	Price: <input type="text" value="\$249.00"/>	Total: <input type="text" value="\$10,209.00"/>
4	Milling and Texturing (Full Width)	Quantity: <u>350</u> UOM: <u>TN</u>	Price: <input type="text" value="\$72.00"/>	Total: <input type="text" value="\$25,200.00"/>
5	Saw Cut for Trench	Quantity: <u>1570</u> UOM: <u>LF</u>	Price: <input type="text" value="\$3.60"/>	Total: <input type="text" value="\$5,652.00"/>
6	Trench Pavement Removal	Quantity: <u>500</u> UOM: <u>SY</u>	Price: <input type="text" value="\$16.00"/>	Total: <input type="text" value="\$8,000.00"/>
7	Remove Curb	Quantity: <u>75</u> UOM: <u>LF</u>	Price: <input type="text" value="\$53.00"/>	Total: <input type="text" value="\$3,975.00"/>
8	Remove Concrete Sidewalk and Curb Ramp	Quantity: <u>62</u> UOM: <u>SY</u>	Price: <input type="text" value="\$51.00"/>	Total: <input type="text" value="\$3,162.00"/>
9	LFUCG Manhole Type A (4' Dia.)	Quantity: <u>7</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$4,156.00"/>	Total: <input type="text" value="\$29,092.00"/>

10	6' x 3' Double Inlet	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$7,482.00"/>	Total: <input type="text" value="\$7,482.00"/>
11	6' x 2' Double Inlet	Quantity: <u> 3 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$6,905.00"/>	Total: <input type="text" value="\$20,715.00"/>
12	LFUCG CBI Type D	Quantity: <u> 3 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,610.00"/>	Total: <input type="text" value="\$10,830.00"/>
13	24" Class V Reinforced Concrete Pipe	Quantity: <u> 52 </u> UOM: <u>LF</u>	Price: <input type="text" value="\$273.00"/>	Total: <input type="text" value="\$14,196.00"/>
14	18" Class V Reinforced Concrete Pipe	Quantity: <u> 90 </u> UOM: <u>LF</u>	Price: <input type="text" value="\$228.00"/>	Total: <input type="text" value="\$20,520.00"/>
15	15" Class V Reinforced Concrete Pipe	Quantity: <u> 634 </u> UOM: <u>LF</u>	Price: <input type="text" value="\$157.00"/>	Total: <input type="text" value="\$99,538.00"/>
16	Tie to Existing Pipe/Structure	Quantity: <u> 2 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,608.00"/>	Total: <input type="text" value="\$3,216.00"/>
17	Concrete Trench Cap	Quantity: <u> 85 </u> UOM: <u>CY</u>	Price: <input type="text" value="\$389.00"/>	Total: <input type="text" value="\$33,065.00"/>
18	Sanitary Lateral Reconnection and Cleanout	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$24,294.00"/>	Total: <input type="text" value="\$24,294.00"/>
19	Curb Replacement	Quantity: <u> 117 </u> UOM: <u>LF</u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$11,700.00"/>
20	Sidewalk Replacement	Quantity: <u> 34 </u> UOM: <u>SY</u>	Price: <input type="text" value="\$221.00"/>	Total: <input type="text" value="\$7,514.00"/>
21	Sidewalk Ramp with Detectable Warning	Quantity: <u> 6 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,185.00"/>	Total: <input type="text" value="\$13,110.00"/>
22	Asphalt Surface (2")	Quantity: <u> 350 </u> UOM: <u>TN</u>	Price: <input type="text" value="\$182.00"/>	Total: <input type="text" value="\$63,700.00"/>
23	Thermoplastic Crosswalk Striping	Quantity: <u> 545 </u> UOM: <u>LF</u>	Price: <input type="text" value="\$17.00"/>	Total: <input type="text" value="\$9,265.00"/>
24	Thermoplastic Stop Bar	Quantity: <u> 100 </u> UOM: <u>LF</u>	Price: <input type="text" value="\$28.00"/>	Total: <input type="text" value="\$2,800.00"/>
25	Restoration	Quantity: <u> 105 </u> UOM: <u>SY</u>	Price: <input type="text" value="\$25.00"/>	Total: <input type="text" value="\$2,625.00"/>

26	Mobilization (3.5%) Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$14,400.00"/>	Total: <input type="text" value="\$14,400.00"/>
27	Maintenance of Traffic Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$27,480.00"/>	Total: <input type="text" value="\$27,480.00"/>
28	Staking Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$5,000.00"/>	Total: <input type="text" value="\$5,000.00"/>
29	Project Sign Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$2,000.00"/>	Total: <input type="text" value="\$2,000.00"/>
30	Utility Coordination Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$3,500.00"/>	Total: <input type="text" value="\$3,500.00"/>
31	Erosion Control Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$13,680.00"/>	Total: <input type="text" value="\$13,680.00"/>
32	General Requirements/Bonds/Insurance Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$40,511.00"/>	Total: <input type="text" value="\$40,511.00"/>
33	Demobilization Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: <input type="text" value="\$2,000.00"/>	Total: <input type="text" value="\$2,000.00"/>
34	Allowance: Haulage from Regional Asphalt Plant Quantity: <u> 1 </u> UOM: <u> Lump Sum </u>	Price: <input type="text" value="\$10,000.00"/>	Total: <input type="text" value="\$10,000.00"/>

Response Total: \$564,239.00

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 Fourth 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)

Project No. 98-2023 - Meadowthorpe Area Stormwater Improvemets - Installation of New Storm Drainage

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 11th day of

September 2022

Lagco, Inc.

(Principal)

(Title)

Great American Insurance Company

(Surety)

(Title)

Amy Smith
Attorney-in-Fact

(Witness)

(Witness)

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 TWELVE

No. 0 21769

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	SUSAN RITTER	ALL
JILL KEMP	ALL OF	ALL
BARBARA DUNCAN	LOUISVILLE, KENTUCKY	\$100,000,000
MARK A. GUIDRY	AMY SMITH	
SANDRA L. FUSINETTI	LEIGH MCCARTHY	
LYNNETTE LONG	JENNIFER EDWARDS	
	JACOB MOTTO	

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 26TH day of SEPTEMBER 2022

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 26TH day of SEPTEMBER, 2022, 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

11th

day of

September

2023



Steph L. C. B.

Assistant Secretary

PART III

Invitation to Bid No. 98-2023

**MEADOWTHORPE AREA STORMWATER IMPROVEMENT PROJECT-
PHASE 1**

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 9-11-23

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

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

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Ky, 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 **MEADOWTHORPE AREA STORMWATER IMPROVEMENT PROJECT-PHASE 1** 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 8-21

Addendum No. 2 Date 8-21

Addendum No. 3 Date 9-01

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 Laglo Inc.

Date 9-11-23

* 1. A corporation duly organized and doing business under the laws of the State of Ky, 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)

N/A

* 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 Laglo 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 11th day of Sept, 2023.

My Commission expires: 8/26/26

John Nicholas Smith
NOTARY PUBLIC, STATE AT LARGE



John N. Smith
Commission Expires



John Nicholas Smith
Commission #KYNP57351
My Commission Expires on 8/26/26

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.

**MEADOWTHORPE AREA STORMWATER IMPROVEMENT PROJECT-PHASE 1 Bid
Items**

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
1.	4	EA	Storm Structure Removal <i>One Thousand Three Hundred Ninety Two</i> Dollars <i>Zero</i> Cents	\$ <i>1,392-</i>	\$ <i>5,568-</i>
			Per Each		
2.	80	LF	Remove/Abandon and Safe Load Storm Pipe <i>One Hundred Twenty Eight</i> Dollars <i>Zero</i> Cents	\$ <i>128-</i>	\$ <i>10,240-</i>
			Per Linear Foot		
3.	41	LF	Remove Existing Stacked Stone Culvert <i>Two Hundred Forty Nine</i> Dollars <i>Zero</i> Cents	\$ <i>249-</i>	\$ <i>10,209-</i>
			Per Linear Foot		
4.	350	TN	Milling and Texturing (Full Width) <i>Seventy Two-</i> Dollars <i>Zero</i> Cents	\$ <i>72-</i>	\$ <i>25,200-</i>
			Per Ton		
5.	1,570	LF	Saw Cut for Trench <i>Three</i> Dollars <i>Sixty</i> Cents	\$ <i>3,60</i>	\$ <i>5,652-</i>
			Per Linear Foot		
6.	500	SY	Trench Pavement Removal <i>Sixteen</i> Dollars <i>Zero</i> Cents	\$ <i>16-</i>	\$ <i>8,000-</i>
			Per Square Yard		
7.	75	LF	Remove Curb <i>Fifty Three</i> Dollars <i>Zero</i> Cents	\$ <i>53-</i>	\$ <i>3,975-</i>
			Per Linear Foot		
8.	62	SY	Remove Concrete Sidewalk and Curb Ramp <i>Fifty One-</i> Dollars <i>Zero</i> Cents	\$ <i>51-</i>	\$ <i>3,162-</i>
			Per Square Yard		

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
9.	7	EA	LFUCG Manhole Type A (4' Dia.) <i>Four Thousand One Hundred Fifty Six</i> Dollars <i>Zero</i> Cents	\$ <u>4,156-</u>	\$ <u>29,092-</u>
			Per Each		
10.	1	EA	6' x 3' Double Inlet <i>Seven Thousand Four Hundred Eighty Two</i> Dollars <i>Zero</i> Cents	\$ <u>7,482-</u>	\$ <u>7,482-</u>
			Per Each		
11.	3	EA	6' x 2' Double Inlet <i>Six Thousand Nine Hundred Five</i> Dollars <i>Zero</i> Cents	\$ <u>6,905-</u>	\$ <u>20,715-</u>
			Per Each		
12.	3	EA	LFUCG CBI Type D <i>Three Thousand Six Hundred Ten</i> Dollars <i>Zero</i> Cents	\$ <u>3,610-</u>	\$ <u>10,830-</u>
			Per Each		
13.	52	LF	24" Class V Reinforced Concrete Pipe <i>Two Hundred Seventy Three</i> Dollars <i>Zero</i> Cents	\$ <u>273-</u>	\$ <u>14,196-</u>
			Per Linear Foot		
14.	90	LF	18" Class V Reinforced Concrete Pipe <i>Two Hundred Twenty Eight</i> Dollars <i>Zero</i> Cents	\$ <u>228-</u>	\$ <u>20,520-</u>
			Per Linear Foot		
15.	634	LF	15" Class V Reinforced Concrete Pipe <i>One Hundred Fifty Seven</i> Dollars <i>Zero</i> Cents	\$ <u>157-</u>	\$ <u>99,538-</u>
			Per Linear Foot		
16.	2	EA	Tie to Existing Pipe/Structure <i>One Thousand Six Hundred Eight</i> Dollars <i>Zero</i> Cents	\$ <u>1,608-</u>	\$ <u>3,216-</u>
			Per Each		
17.	85	CY	Concrete Trench Cap <i>Three Hundred Eighty Nine</i> Dollars <i>Zero</i> Cents	\$ <u>389-</u>	\$ <u>33,065-</u>
			Per Cubic Yard		

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
18.	1	EA	Sanitary Lateral Reconnection and Cleanout <i>Twenty Four Thousand Two Hundred Ninety Four</i> Dollars <i>Zero</i> Cents	\$ <i>24,294-</i>	\$ <i>24,294-</i>
			Per Each		
19.	117	LF	Curb Replacement <i>One Hundred -</i> Dollars <i>Zero</i> Cents	\$ <i>100-</i>	\$ <i>11,700-</i>
			Per Linear Foot		
20.	34	SY	Sidewalk Replacement <i>Two Hundred Twenty One</i> Dollars <i>Zero</i> Cents	\$ <i>221-</i>	\$ <i>7,514-</i>
			Per Square Yard		
21.	6	EA	Sidewalk Ramp with Detectable Warning <i>Two Thousand One Hundred Eighty Five</i> Dollars <i>Zero</i> Cents	\$ <i>2,185-</i>	\$ <i>13,110-</i>
			Per Each		
22.	350	TN	Asphalt Surface (2") <i>One Hundred Eighty Two -</i> Dollars <i>Zero</i> Cents	\$ <i>182-</i>	\$ <i>63,700-</i>
			Per Ton		
23.	545	LF	Thermoplastic Crosswalk Striping <i>Seventeen -</i> Dollars <i>Zero</i> Cents	\$ <i>17-</i>	\$ <i>9,265-</i>
			Per Linear Foot		
24.	100	LF	Thermoplastic Stop Bar <i>Twenty Eight</i> Dollars <i>Zero</i> Cents	\$ <i>28-</i>	\$ <i>2,800-</i>
			Per Linear Foot		
25.	105	SY	Restoration <i>Twenty Five</i> Dollars <i>Zero</i> Cents	\$ <i>25-</i>	\$ <i>2,625-</i>
			Per Square Yard		
26.	1	LS	Mobilization (3.5%) <i>Fourteen Thousand Four Hundred -</i> Dollars <i>Zero</i> Cents	\$ <i>14,400-</i>	\$ <i>14,400-</i>
			Per Lump Sum		

Revised P-9 (Addendum No. 1)

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
27.	1	LS	Maintenance of Traffic <i>Twenty Seven Thousand Four Hundred Eighty</i> Dollars <i>Zero</i> Cents	\$ <u>27,480-</u>	\$ <u>27,480-</u>
			Per Lump Sum		
28.	1	LS	Staking <i>Five Thousand-</i> Dollars <i>Zero</i> Cents	\$ <u>5000-</u>	\$ <u>5000-</u>
			Per Lump Sum		
29.	1	LS	Project Sign <i>Two Thousand-</i> Dollars <i>Zero</i> Cents	\$ <u>2000-</u>	\$ <u>2000-</u>
			Per Lump Sum		
30.	1	LS	Utility Coordination <i>Three Thousand Five Hundred -</i> Dollars <i>Zero</i> Cents	\$ <u>3500-</u>	\$ <u>3500-</u>
			Per Lump Sum		
31.	1	LS	Erosion Control <i>Thirteen Thousand Six Hundred Eighty</i> Dollars <i>Zero</i> Cents	\$ <u>13,680-</u>	\$ <u>13,680-</u>
			Per Lump Sum		
32.	1	LS	General Requirements/Bonds/Insurance <i>Forty Thousand Five Hundred Eleven</i> Dollars <i>Zero</i> Cents	\$ <u>40,511-</u>	\$ <u>40,511-</u>
			Per Lump Sum		
33.	1	LS	Demobilization <i>Two Thousand -</i> Dollars <i>Zero</i> Cents	\$ <u>2000-</u>	\$ <u>2000-</u>
			Per Lump Sum		

Revised P-10 (Addendum No. 1)

Item No.	Quantity	Unit To Bid On	Description w/Unit Bid Price Written in words	Unit Price	Total Amount Bid
34.	1	LS	Allowance: Haulage from Regional Asphalt Plant <u>Ten Thousand -</u> Dollars <u>Zero -</u> Cents Per Lump Sum	<u>\$10,000.00</u>	<u>\$10,000.00</u>
Total for Bid Items 1 through 34:				<u>564,239.00</u>	

TOTAL OF ALL BID PRICES FOR MEADOWTHORPE AREA STORMWATER

IMPROVEMENT PROJECT-PHASE 1 (Items 1 through 34) in words and figures. In case of discrepancy, the amount shown in words will govern.

Five Hundred Sixty Four Thousand Two Hundred Thirty Nine
& Zero cents - (\$ 564,239.00).

Submitted by:

Lagco Inc.
Firm

1490 Sunshine Lane
Address

Lexington, Ky 40505
City, State & Zip

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

Randy Heere President
Signature of Authorized Company Representative – Title

Randy Greene
Representative/s Name (Typed or Printed)

859-293-7473
Area Code – Phone – Extension

859-293-7471
Fax #

jarrod@lagco.com
E-Mail Address

OFFICIAL ADDRESS:

1490 Sunshine Lane
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 PROPOSALSTATEMENT 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 Sunshine Lane, Lexington, KY 40505
3. When Organized: 1-1-1980
4. Where Incorporated: Ky
5. Construction Plant and Equipment Available for this Project:
Whatever 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

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>
Attached		

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>

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>
Attached			

(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>SUBCONTRACTOR</u>	<u>DBE(Yes/No)</u>	<u>% of Work</u>
-----------------------	----------------------	--------------------	------------------

List Each Major Item
 Such as: Grading, bituminous
 Paving, concrete, seeing and
 Protection, construction
 staking, etc

- | | | | |
|----------------------|---|-----------|-----------------|
| 1. <u>Asphalt -</u> | Name: <u>Randle-Davies</u> | <u>No</u> | <u>.14 est.</u> |
| | Address: <u>1 Mill Creek Park, Frankfort Ky 40601</u> | | |
| 2. <u>Concrete -</u> | Name: <u>FOX</u> | <u>No</u> | <u>.04 est.</u> |
| | Address: <u>408 Jason Drive Richmond Ky 40475</u> | | |
| 3. _____ | Name: _____ | _____ | _____ |
| | Address: _____ | | |
| 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 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.

8. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: See Attached

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

9. EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

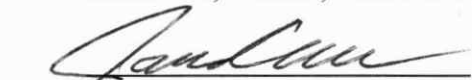
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

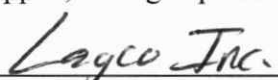
Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

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



Signature



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

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F		
Administrators	7	7															
Professionals																	
Superintendents	1	1															
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	2	1	1														
Skilled Craft	64	60	3														
Service/Maintenance																	
Total:	74	69	4														

Prepared by: Ronald Puntz Assistant Controller

Date: 9 / 11 / 23

(Name and Title)

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: Lagoo Inc Employee ID: 610964578
 Address: 1490 Sunshine Lane Lexington, Ky 40505 Phone: 859-293-7473

Project to be insured: Meadowthorpe Area Stormwater Improvement

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 2.D - see provisions	CGI	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000 Per Occ 2,000,000 aggreg.	Amerisure	19488	A
SC 2.D - see provisions	AUTO	\$2,000,000/per occ.	\$ 1,000,000 per occ	Amerisure	19488	A
SC 2.D - see provisions	WC	Statutory w /endorsement as noted	\$ 4,500,000 each acc. 4,500,000 each employee	AGC		A

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

Mcgriff Insurance
 Agency or Brokerage: Moe Dugger Name of Authorized Representative: _____
200 West Vine Street Agent _____
 Street Address: _____ Title: _____
 Lexington Ky 40507 Authorized Signature: _____
 City State Zip Date: 9-11-23
 859-422-3766 Telephone Number _____

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: Meadowthorpe Stormwater Improvements-

BID NUMBER: 98-2023

**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

A. N. Meers
Signature of Authorized Official

President
Title

9-11-23
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: Meadowthorpe Area Stormwater

Printed Name and Title of Authorized Representative: Randy Greene President

Signature: Randy Greene

Date: 9-11-23

- END OF SECTION -