

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Advanced Mulching Technologies, Inc. dba EcoGro  
P.O. Box 22273  
Lexington, KY 40522

### SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

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

### OWNER:

(Name, legal status and address)

Lexington Fayette Urban County Government, Division of Purchasing  
200 East Main Street  
Lexington, KY 40507

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

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

Bid No. 120-2017, Picadome Golf Course Stormwater Wetlands Project

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 19th day of September, 2017

Claire Hanssen  
(Witness)  
[Signature]  
(Witness)

Advanced Mulching Technologies, Inc. dba EcoGro  
(Principal) (Seal)

By: [Signature] President  
(Title)

Granite Re, Inc.  
(Surety) (Seal)

By: [Signature]  
(Title) Deborah L. Burton Attorney-in-Fact



**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

Deborah L. Burton its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge the following surety bond, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:



Deborah L. Burton may lawfully do in the premises by virtue of these presents.

Surety Bond Number: Bid Bond  
Principal: Advanced Mulching Technologies, Inc. dba EcoGro  
Obligee: Lexington Fayette Urban County Government, Division of Purchasing  
Bond Amount: \*\*See Bond Form\*\*

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 7th day of August, 2013.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 7th day of August, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 19th day of September, 2017.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer

**ADDENDUM #1**

**Bid Number: #120-2017**

**Date: September 12, 2017**

**Subject: Picadome Golf Course Stormwater Wetlands Project**

**Address inquiries to:  
Sondra Stone  
(859) 258-3320**

**TO ALL PROSPECTIVE SUBMITTERS:**

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

**Clarifications from Pre-Bid Meeting:**

1. The Contractor may only haul excess soil materials on the public roads to the fill placement area between 8:00 AM and 3:00 PM, Monday through Friday, as indicated in Specifications Section 00800, Item 1.07A.
2. The time for completion of the Work shall be sixty (60) calendar days to final completion as defined in Part VI, Contract Agreement, Section 2. All earthworks shall be completed by March 1, 2018 with no exceptions due to permit requirements.
3. No tree removal will be required for the project. Some tree stumps may be within the project area due to previous tree removal due to maintenance activities.
4. Temporary seeding until permanent planting and seeding can be installed shall be included in the lump sum cost for erosion control measures.
5. The cost of construction is anticipated to range from \$150,000 to \$200,000 for both wetland areas.
6. Bidders, or their subcontractors, shall be, and have been, actively and directly engaged in native seed installation for a period of two (2) or more years. Provide proof of three (3) or more successful native seed and plug installations.



7. The storm pipe discharging to Wetland 1 has a watershed of 9.7 acres and the storm pipe discharging to Wetland 2 has a watershed of 2.2 acres.
8. Pre-bid Sign-in sheet is attached.

**Submitted Questions and Answers:**

1. QUESTION: At the entrance to the construction site there exist (3) manhole storm sewer covers, (3) curb drains and a Guardrail. Question, can the Guardrail be removed and the existing manholes and curb drains be traveled over?

ANSWER: Guardrail may be removed, but shall be reinstalled at the Contractor's expense. Travel over the existing structures within the asphalt roadway is allowable, but all damage to existing structures shall be repaired at the Contractor's expense. Travel over the existing curb box inlets shall not be permitted.

2. QUESTION: Please provide more detailed description of Items 12,13,14.

ANSWER: Native Seed Mix for Bid Item 12 is located in Table 1 on Sheet 8 of the Construction Drawings. Turf Grass Seed Mix for Bid Item 13 is located in Table 7 on Sheet 8 of the Construction Drawings. Rough Turf Sod for Bid Item 14 shall be approved by the Owner and one of the following varieties:

- Regenerate
- Grade 3
- Hemi
- Bizem
- Fesnova
- Catalyst
- Bullseye
- Falcon IV
- Falcon V
- Terrano
- Firebird 2



3. QUESTION: Item 23; Estimating qty's for? Is contractor responsible for damage to (Golf View Drive) if any occur.

ANSWER: Bid Item 23 is for repair/replacement of Golf View Drive from the site entrance on Frederick Street to the proposed fill placement area on Golf View Drive. The quantity shall be used at the discretion of the Owner for repair and/or replacement of asphalt. The Contractor shall be responsible for repair/replacement of all other damage to existing facilities.



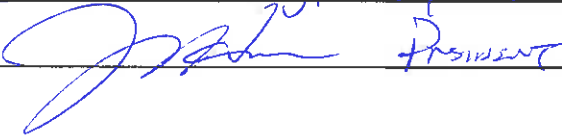
Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.

This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Eco Gro (A DSA of Advanced Kuleby Technologies, Inc.)

ADDRESS: Po Box 22273 Lexington Ky. 40522

SIGNATURE OF BIDDER:  President



**SIGN-IN SHEET**

Pre-bid meeting 120-2017 Picadome Golf Course Stormwater Wetlands Project

September 6, 2017 @ 10:00 AM

Representative	Company Name	DBE/MBE/WBE/ Veteran	Phone#	Email Address
Sondra Stone	LFUCG		859-258-3320	sstone@lexingtonky.gov
Sherita Miller	LFUCG		859-258-3323	smiller@lexingtonky.gov
Stephanie Blain	Palmer Engineering		859-3899293	sblain@palmerenr.com
Demetria McWhorter	LFUCG - DES		859-825-2554	Dmwhor1@lexingtonky.gov
Jim Hanson	Ecopro		859 621 7461	jim@ecopro.net
Tom Colley	CF Hughes Const		304-399-2313	tomcolley@cfhughes.com
Spencer Whiting	SMC Construction		859-499-2885	Steve@smceng.com
Matt Linker	MLL Construction		606-386-2200	mlink@kmtky.com
Robert Myers	Woodman Const.		859-233-2909	Robert@woodmanconst.com
Drew McEll	Blue Tank and Pump Rental		859-612-2449	drewm11@bluetankandpump.com
Adam Smith	Blue Line Stream		606-626-8426	bluelinestream@yahoo.com
George Brizard	Blue Line Stream		606 624 6250	gballardjr@hohmval.com
Joe Asher	Joe Asher Inc		606-682-2227	JOE ASHER INC @ WINDSHIELD.COM
Shawn Asher	Joe Asher INC		606-682-5733	Joe Asher INC @ Yahoo.com



**ADDENDUM #2**

**Bid Number: #120-2017**

**Date: September 12, 2017**

**Subject: Picadome Golf Course Stormwater Wetlands Project**

**Address inquiries to:  
Sondra Stone  
(859) 258-3320**

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Please replace Section III. Form of Proposal, No. 4 Bid Schedule, Schedule of Values, Pages P-6 through P-10 with the attached.

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.

This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Eco Gro (a DBA of Advanced Marketing Technologies, Inc.)

ADDRESS: Po Box 22273 Lexington, KY 40522

SIGNATURE OF BIDDER:  President



**PART III**

**Invitation to Bid No. 120-2017**

**Picadome Golf Course Stormwater Wetlands Project**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 9/19/17

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

This Proposal Submitted by EcoGro (a DBA of Advanced Plumbing Technologies, Inc.)  
PO Box 22273 Lexington, KY 40522  
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as EcoGro  
"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 **Picadome Golf Course Stormwater Wetlands Project** 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.



The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 9/12/17

Addendum No. 2 Date 9/12/17

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.

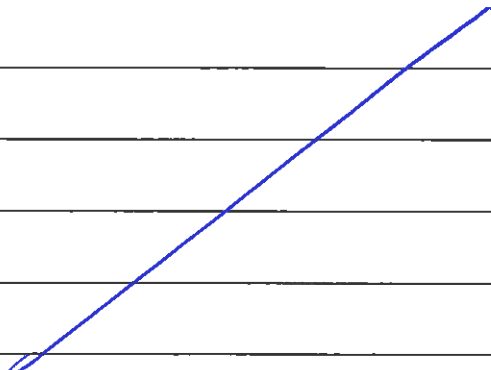
2. **LEGAL STATUS OF BIDDER**

Bidder Eco Gro

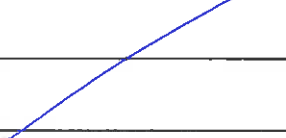
Date 9-19-17

\* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom JAMES HAUSSEW, 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)

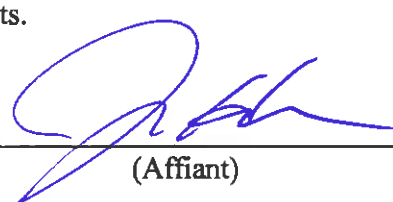


\*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. **BIDDERS AFFIDAVIT**

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

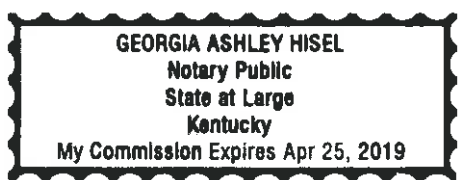
1. His/her name is JAMES HANSEN and he/she is the individual submitting the bid or is the authorized representative of EcoGro (a DBA of Advanced Recycling Technologies, Inc), the entity submitting the bid (hereinafter referred to as "Bidder").
  2. Bidder will pay all taxes and fees, which are owed to 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.

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

STATE OF Kentucky  
 COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by James Hansen on this the 19 day of September, 2017.

My Commission expires: 4/25/2019



Georgia Ashley Hise  
 \_\_\_\_\_  
 NOTARY PUBLIC, STATE AT LARGE

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

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

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

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

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

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

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.

Item No.	Description w/Unit Bid Price Written in Words	Est Qty	Unit	Unit Price	Total Bid Amount
<b>Construction of Stormwater Wetland 1 and Outlet Channel</b>					
1	Mobilization/Demobilization/Bonding/Insurance for <u>Twenty thousand</u> Dollars <u>NO</u> Cents	1	LS	\$ <u>20,000.<sup>00</sup></u>	\$ <u>20,000.<sup>00</sup></u>
2	Erosion Control Materials, Implementation, and Operation and Maintenance for <u>Fifteen</u> <u>thousand</u> Dollars <u>NO</u> Cents	1	LS	\$ <u>15,000.<sup>00</sup></u>	\$ <u>15,000.<sup>00</sup></u>
3	Surveying Layout and Grade Staking for <u>four thousand</u> Dollars <u>NO</u> Cents	1	LS	\$ <u>4,000.<sup>00</sup></u>	\$ <u>4,000.<sup>00</sup></u>
4	Cut/Fill for Stormwater Wetland 1 and Place Excess Cut materials in Designated Fill Placement Area for <u>thirty nine thousand eight hundred sixteen</u> <u>NO</u> Cents	3,318	CY	\$ <u>12.<sup>00</sup></u>	\$ <u>39,816.<sup>00</sup></u>
5	36" x 24" x 9" Boulders for <u>three thousand four</u> <u>hundred</u> Dollars <u>NO</u> Cents	34	EA	\$ <u>100.<sup>00</sup></u>	\$ <u>3,400.<sup>00</sup></u>

6	36" x 18" x 6" Boulders for <u>four hundred</u> Dollars <u>no</u> Cents	4	EA	\$ <u>100.<sup>00</sup></u>	\$ <u>400.<sup>00</sup></u>
7	24" x 18" x 6" Boulders for <u>eight hundred</u> Dollars <u>no</u> Cents	8	EA	\$ <u>100.<sup>00</sup></u>	\$ <u>800.<sup>00</sup></u>
8	36" x 12" x 6" Boulders for <u>two hundred</u> Dollars <u>no</u> Cents	2	EA	\$ <u>100.<sup>00</sup></u>	\$ <u>200.<sup>00</sup></u>
9	KYTC Class III Channel Lining for <u>Seven thousand five hundred sixty</u> Dollars <u>no</u> Cents	168	TON	\$ <u>45.<sup>00</sup></u>	\$ <u>7,560.<sup>00</sup></u>
10	KYTC Pipe Bedding per Spec Section 804.08 for <u>Sixty</u> Dollars <u>no</u> Cents	1	TON	\$ <u>60.<sup>00</sup></u>	\$ <u>60.<sup>00</sup></u>
11	KYTC Type I Non-Woven Filter Fabric for <u>three hundred thirty eight</u> Dollars <u>no</u> Cents	169	SY	\$ <u>2.<sup>00</sup></u>	\$ <u>338.<sup>00</sup></u>
12	Native and Cover Seed and Straw Permanent Restoration for <u>Seven hundred seventy nine</u> Dollars <u>eighty</u> Cents	1,114	SY	\$ <u>.70<sup>¢</sup></u>	\$ <u>779.<sup>80</sup></u>
13	Turf and Cover Seed and Straw Permanent Restoration for <u>two thousand one hundred</u> <u>ten</u> Dollars <u>forty</u> Cents	5,276	SY	\$ <u>.40</u>	\$ <u>2,110.<sup>40</sup></u>
14	Rough Turf Sod for <u>four thousand four hundred</u> <u>forty four</u> Dollars <u>no</u> Cents	1,106	SY	\$ <u>4.00</u>	\$ <u>4,424.<sup>00</sup></u>
15	SC150BN Erosion Control Blanket, or equal, for Wetland Sideslopes for <u>fifteen hundred seventy</u> <u>six</u> Dollars <u>no</u> Cents	788	SY	\$ <u>2.00</u>	\$ <u>1,576.<sup>00</sup></u>
16	SC75BN Erosion Control Blanket, or equal for Wetland Bottom for <u>two thousand eight hundred</u> <u>sixteen</u> Dollars <u>fifty</u> Cents	1,610	SY	\$ <u>1.75</u>	\$ <u>2,817.<sup>50</sup></u>
17	Rolanka BioD Mat 70 Erosion Control Mat, or equal for Outlet Channel Banks for <u>four hundred</u> <u>eighteen</u> Dollars <u>no</u> Cents	76	SY	\$ <u>5.50</u>	\$ <u>418.<sup>00</sup></u>
18	Herbaceous Plugs for <u>nineteen thousand forty</u> <u>eight</u> Dollars <u>no</u> Cents	4,762	EA	\$ <u>4.00</u>	\$ <u>19,048.<sup>00</sup></u>
19	Safety/Exclusion Fence for <u>Seventeen hundred</u> <u>seventy seven</u> Dollars <u>no</u> Cents	1,777	LF	\$ <u>1.00</u>	\$ <u>1,777.<sup>00</sup></u>
20	3-Inch Sprinkler Line and Head Removal and Cap for <u>one hundred fifty five</u> Dollars <u>no</u> Cents	31	LF	\$ <u>5.00</u>	\$ <u>155.<sup>00</sup></u>
21	24-Inch CMP Removal for <u>sixteen hundred thirty</u> <u>two</u> Dollars <u>no</u> Cents	136	LF	\$ <u>12.00</u>	\$ <u>1,632.<sup>00</sup></u>
22	Golf Cart Asphalt Repair/Replacement for <u>sixteen</u> <u>hundred</u> Dollars <u>no</u> Cents	20	SY	\$ <u>80.00</u>	\$ <u>1,600.<sup>00</sup></u>

23	Public Roadway Asphalt Pavement Repair/ Replacement for <u>fourteen thousand eight hundred fifty</u> Dollars <u>NO</u> Cents	270	SY	\$ <u>55.<sup>00</sup></u>	\$ <u>14,850.<sup>00</sup></u>
<b>Construction of Stormwater Wetland 2 and Outlet Channel</b>					
24	Bonding/Insurance for <u>three thousand</u> Dollars <u>NO</u> Cents	1	LS	\$ <u>3,000.<sup>00</sup></u>	\$ <u>3,000.<sup>00</sup></u>
25	Erosion Control Materials, Implementation, and Operation and Maintenance for <u>five thousand</u> Dollars <u>NO</u> Cents	1	LS	\$ <u>5,000.<sup>00</sup></u>	\$ <u>5,000.<sup>00</sup></u>
26	Surveying Layout and Grade Staking for <u>fifteen hundred</u> Dollars <u>NO</u> Cents	1	LS	\$ <u>1,500.<sup>00</sup></u>	\$ <u>1,500.<sup>00</sup></u>
27	Cut/Fill for Stormwater Wetland 2 and Place Excess Cut materials in Designated Fill Placement Area for <u>three thousand eight hundred fifty</u> Dollars <u>TWO</u> <u>NO</u> Cents	321	CY	\$ <u>12.<sup>00</sup></u>	\$ <u>3,852.<sup>00</sup></u>
28	36" x 24" x 9" Boulders for <u>three thousand four hundred</u> Dollars <u>NO</u> Cents	34	EA	\$ <u>100.<sup>00</sup></u>	\$ <u>3,400.<sup>00</sup></u>
29	36" x 18" x 6" Boulders for <u>four hundred</u> Dollars <u>NO</u> Cents	4	EA	\$ <u>100.<sup>00</sup></u>	\$ <u>400.<sup>00</sup></u>
30	24" x 18" x 6" Boulders for <u>SIX hundred</u> Dollars <u>NO</u> Cents	6	EA	\$ <u>100.<sup>00</sup></u>	\$ <u>600.<sup>00</sup></u>
31	36" x 12" x 6" Boulders for <u>two hundred</u> Dollars <u>NO</u> Cents	2	EA	\$ <u>100.<sup>00</sup></u>	\$ <u>200.<sup>00</sup></u>
32	36" x 24" x 12" Boulders for <u>eighteen hundred</u> Dollars <u>NO</u> Cents	18	EA	\$ <u>100.<sup>00</sup></u>	\$ <u>1,800.<sup>00</sup></u>
33	KYTC Class III Channel Lining for <u>nine hundred forty five</u> Dollars <u>NO</u> Cents	21	TON	\$ <u>45.<sup>00</sup></u>	\$ <u>945.<sup>00</sup></u>
34	KYTC Class IA Channel Lining for <u>three hundred</u> Dollars <u>NO</u> Cents	6	TON	\$ <u>50.<sup>00</sup></u>	\$ <u>300.<sup>00</sup></u>
35	KYTC No. 3 Crushed Stone for <u>two hundred</u> Dollars <u>NO</u> Cents	4	TON	\$ <u>50.<sup>00</sup></u>	\$ <u>200.<sup>00</sup></u>
36	KYTC Pipe Bedding per Spec Section 804.08 for <u>fifty</u> Dollars <u>NO</u> Cents	1	TON	\$ <u>50.<sup>00</sup></u>	\$ <u>50.<sup>00</sup></u>
37	KYTC Type I Non-Woven Filter Fabric for <u>one hundred fifty four</u> Dollars <u>NO</u> Cents	77	SY	\$ <u>2.<sup>00</sup></u>	\$ <u>154.<sup>00</sup></u>

38	Native and Cover Seed and Straw Permanent Restoration for <u>three hundred thirty eight</u> Dollars <u>eighty</u> Cents	484	SY	\$ <u>.70</u>	\$ <u>338.<sup>80</sup></u>
39	Rough Turf Sod for <u>ten thousand two hundred</u> Dollars <u>no</u> Cents	2,916	SY	\$ <u>3.50</u>	\$ <u>10,206.<sup>00</sup></u>
40	SC150BN Erosion Control Blanket, or equal, for Wetland Sideslopes for <u>nine hundred twenty</u> Dollars <u>no</u> Cents	462	SY	\$ <u>2.<sup>00</sup></u>	\$ <u>924.<sup>00</sup></u>
41	SC75BN Erosion Control Blanket, or equal, for Wetland Bottom for <u>five hundred thirty three</u> Dollars <u>seventy five</u> Cents	305	SY	\$ <u>1.75</u>	\$ <u>533.<sup>75</sup></u>
42	Rolanka BioD Mat 70 Erosion Control Mat, or equal, for Vauhns Br. And Outlet Channel Banks for <u>four hundred one</u> Dollars <u>fifty</u> Cents	73	SY	\$ <u>5.<sup>50</sup></u>	\$ <u>401.<sup>50</sup></u>
43	Herbaceous Plugs for <u>two thousand two hundred</u> Dollars <u>no</u> Cents	555	EA	\$ <u>4.<sup>00</sup></u>	\$ <u>2,220.<sup>00</sup></u>
44	Safety/Exclusion Fence for <u>two thousand three</u> Dollars <u>no</u> Cents	2,395	LF	\$ <u>1.<sup>00</sup></u>	\$ <u>2,395.<sup>00</sup></u>
45	18-Inch CMP Removal for <u>one hundred fifty</u> Dollars <u>no</u> Cents	15	LF	\$ <u>10.<sup>00</sup></u>	\$ <u>150.<sup>00</sup></u>

TOTAL OF ALL BID PRICES FOR Picadome Golf Course Stormwater Wetlands Project (Items 1 through 45) in words and figures. In case of discrepancy, the amount shown in words will govern.

One hundred eighty one thousand three hundred thirty one  
dollars and seventy five cents (\$ 181,331.<sup>75</sup>).

Submitted by:

EcoGro

Firm

Po Box 22273

Address

Lexington, KY 40522

City, State & Zip

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

 PRESIDENT

Signature of Authorized Company Representative – Title

JAMES HANSSSEN

Representative/s Name (Typed or Printed)

859 231 0500

Area Code – Phone – Extension

866-348-0528

Fax #

Jim@ecogro.net

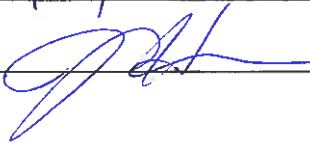
E-Mail Address

**OFFICIAL ADDRESS:**

EcoGro

Po Box 22273

Lexington, KY 40522



(Seal if Bid is by Corporation)

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



5. **STATEMENT OF BIDDER'S QUALIFICATIONS**

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

- 1. Name of Bidder: Eco Gro
- 2. Permanent Place of Business: 708 Danley St. Lexington, Ky. 40508 (no mail)
- 3. When Organized: May 2001
- 4. Where Incorporated: Fayette Co. Kentucky
- 5. Construction Plant and Equipment Available for this Project:  
Komatsu PC160 excavator  
Bobcat T300 i Skid Steer  
Ford Single Axle dump truck  
Terex TA 27 off road truck

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

Granite Re, Inc. (Surety)

Signed: Deborah L. Burton (Representative of Surety)

Deborah L. Burton, 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>
Lexington Green Ponds Repair	Lexington, KY	25,000
Town Branch Wetlands	Winchester, KY	20,000
Hatchery Creek Stream/Wetland	AMESSTOWN, KY	1,807,229. <sup>00</sup>
UK FEMA Stream/Wetland	Lexington, KY	541,257
Green Acres Riparian Project	Lexington, KY	303,024. <sup>21</sup>

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Hatchery Creek Stream Restoration	AMESSTOWN, KY	1,807,229. <sup>00</sup>
COLDSTREAM SEP Stream Restoration	Lexington, KY	957,010. <sup>00</sup>

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>
Eric DAWALT	P.E.	9
Tom Carter	Operator	9
Russ Turpin	Environmental Specialist	13
Brod Reckman	Superintendent	5

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>
<i>Integrated Engineering</i>	<i>Survey / Stakeout</i>	<i>MBE Yes</i>	<i>1%</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(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 MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	% of Work
1. <u>NONE</u>	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

7. **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) and Veteran-Owned Small Business (VOSB) Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) The LFUCG has also established a 3% of total procurement costs as a Goal for participation of Veteran-Owned Small Businesses.
- 4) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned subcontractors or Veteran-Owned and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. 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.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned businesses with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. 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
- l. 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.

m. 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.

n. 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.

o. 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

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

q. 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 review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**



## Jim Hanssen EcoGro

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**From:** Susan Redmon [cvseeding@outlook.com]  
**Sent:** Wednesday, September 13, 2017 10:44 PM  
**To:** Jim Hanssen EcoGro  
**Subject:** Re: LFUCG Bid # 120-2017 Picadome Golf Course Stormwater Wetlands Project

Jim,

Sorry, but we won't be bidding that project.

Thanks for contacting us.

Susan Redmon  
Cedar Valley Seeding, Inc.  
851 Redmon Road  
Paris, KY 40361  
859-987-1497  
859-749-8006 (cell)  
[cvseeding@outlook.com](mailto:cvseeding@outlook.com)

---

**From:** Jim Hanssen EcoGro <[jim@ecogro.net](mailto:jim@ecogro.net)>  
**Sent:** Wednesday, September 13, 2017 2:49 PM  
**To:** Cedar Valley Seeding  
**Subject:** LFUCG Bid # 120-2017 Picadome Golf Course Stormwater Wetlands Project

Susan,

We are interested in getting a quote for sod installation on the Picadome Golf Course Stormwater Wetland Project in Lexington. I have attached the Unit Price Bid sheet for your information. Let me know if you are interested.

Regards,

Jim Hanssen



Cindy England  
1045 Higbee Mill Rd  
Lexington, KY 40503  
DBE, WBENC, SBE  
BS Horticulture  
Pre-Qualified

Bid  
Picadome Golf Course Restoration

Landscape Installation

Native Seed mix  
Sod  
Wetland plants  
Marsh Plants  
Turfgrass Seed

\$52,800



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

*“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for*

*professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”*

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shirle Hawkins UK SBDC	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Byne	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozydeky@yahoo.com">lavozydeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # 120 - 2017

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	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.  NONE			
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.

Eco Gro  
 Company  
9-19-17  
 Date

[Signature]  
 Company Representative  
PRESIDENT  
 Title



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 120-2017

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. Failure to submit this form may cause rejection of the bid.

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.					

*NA*

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.

Eurobro  
Company

[Signature]  
Company Representative

9-15-17  
Date

President  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 120-2017

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project.

Company Name <u>EcoPro</u>	Contact Person <u>Jim Hussen</u>
Address/Phone/Email <u>Po Box 22273 Lexington KY 40522</u>	Bid Package / Bid Date <u>120-2017 9-19-17</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
<u>Southern Bloomin</u>	<u>Cindy England</u>	<u>859 536 7568</u>	<u>9/18/17</u>	<u>NONE</u>	<u>FAX</u>	<u>\$ 52,800</u>	<u>DEF, WBE</u>
<u>1045 Highce Hill Rd, Lexington, KY 40503</u>							

(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.

EcoPro  
\_\_\_\_\_  
Company  
9-19-17  
\_\_\_\_\_  
Date

[Signature]  
\_\_\_\_\_  
Company Representative  
President  
\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran vendors 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 #** 120-2017

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

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

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

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

\_\_\_\_\_  
**Company**  
9-19-17  
 \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company Representative**  
Brendan  
 \_\_\_\_\_  
**Title**



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 120-2017

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 Economic Engine and showed evidence of contacting the companies on the list(s).

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

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

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

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

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

items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

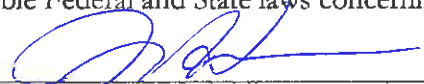
**NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the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

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

\_\_\_\_\_ *Ecobio*

Company \_\_\_\_\_

Date 9-19-17

\_\_\_\_\_ 

Company Representative \_\_\_\_\_

Title President

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

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

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky . Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Eric DANALY PE

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: 18 years experience in design, construction, and monitoring of stream and wetlands projects.

NAME OF INDIVIDUAL: Jim Hansson

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: 19 years experience running all aspects of an ecosystem restoration centered business

NAME OF INDIVIDUAL: Brad Redman

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: 5 years experience in stream restoration, erosion and sediment controls, heavy equipment operation, and construction Project Management.

NAME OF INDIVIDUAL: Russ Turpin

POSITION/TITLE: Environmental Specialist

STATEMENT OF EXPERIENCE: Over 10 years experience in native landscape

design and installation; Certified Arborist and  
professional Environmental Educator.

NAME OF INDIVIDUAL: Tom Cutter

POSITION/TITLE: Operator

STATEMENT OF EXPERIENCE: 30 years experience in  
operating heavy machinery and 10 years in building  
stream and wetland projects.

NAME OF INDIVIDUAL: Chad Peluski

POSITION/TITLE: Operator

STATEMENT OF EXPERIENCE: 3 years experience working  
in stream and wetland projects.

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

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

Eco Bro (A DBA of Advanced Building Technologies, 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*

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Eco Gro

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: Fluor (A DBA of Advanced Multi-ling Technology, 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	M	F	M	F	
Administrators																			
Professionals	1																		
Superintendents	1																		
Supervisors																			
Foremen	1																		
Technicians	3																		
Protective Service																			
Para-Professionals																			
Office/Clerical																			
Skilled Craft																			
Service/Maintenance																			
<b>Total:</b>			6										1					7	

Prepared by: JAMES HANSEN President Date: 9 / 19 / 17

(Name and Title)

Revised 2015-Dec-15



**13. EVIDENCE OF INSURABILITY**

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

*see attached certificate already in place and existing*

Names Insured: Evo Gro (A Div of Advanced Mulch Technology, Inc) Employee ID: 14323

Address: Po Box 22273 Lexington KY 40522 Phone: 859 231 0500

Project to be insured: Freedom 120-2017

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	CGIL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$			
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$			
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$			

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 \_\_\_\_\_ Name of Authorized Representative \_\_\_\_\_

Street Address \_\_\_\_\_ Title \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ *Attached Certificate already in place and signed*  
 Authorized Signature \_\_\_\_\_

Telephone Number \_\_\_\_\_ 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.**

**15. DEBARMENT CERTIFICATION**

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

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

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

Firm Name: Evobro

Project: # 120-2017

Printed Name and Title of Authorized Representative: JAMES HANSEN President

Signature: 

Date: 9-19-17

END OF SECTION



## Green Acres Stream Buffer Plan, Enhancements and Stewardship Lexington, KY Dec. 2014 - Dec. 2020

For many years, residents in the Green Acres and Hollow Creek neighborhoods had experienced a variety of flooding, sanitary sewer and storm water issues. In 2006, Representative Jesse Crenshaw made funding available from the Kentucky Legislature to resolve known flooding and trash problems. The Green Acres project was begun in 2007 with a study of the entire Green Acres watershed, followed by the purchase and demolition of flood plain homes and then storm and sanitary sewer line repairs in 2014. The process of ecological restoration is the final measures to address flooding and



water quality in the Green Acres and Hollow Creek neighborhoods. EcoGro was hired by the Lexington-Fayette Urban County Government (LFUCG) to address vegetative sustainability of the stream corridor for the intended purpose of improved water quality with minimal future maintenance. Additional goals were to reduce mowing and overall maintenance as well as provide public education and participation of stream buffer improvements.

EcoGro was able to provide LFUCG staff with a comprehensive planting and management plan for the Green Acres Stream Corridor Vegetative Buffer. This report describes the role of urban riparian buffers as a stormwater Best Management Practice (BMP), the ecological types and functions of riparian buffer zones, the process of establishing native plant communities, and techniques for long-term stewardship of different

buffer types. This report can be applicable to other LFUCG owned and operated properties.

**Project Partners:** Lexington-Fayette Urban County Government

### GREEN ACRES PARK STREAM BUFFER

A stream buffer improves water quality by filtering pollutants from surface runoff before the water reaches the stream. Kentucky native trees, shrubs and wildflowers were planted to create a more natural landscape along this tributary to Cane Run. The dense root systems in a stream buffer help hold soil in place and reduce erosion of the banks. This natural area will also provide habitat for wildlife such as birds, frogs, and butterflies as well as shade for aquatic life.



Before: January, 2015

#### Key Features:

- Design/build
- Riparian Buffer
- Educational Programs
- On-going Stewardship

[www.EcoGro.net](http://www.EcoGro.net)

(859) 231-0500

P.O. Box 22273, Lexington, KY 40522



## UK/FEMA Alumni Drive Water Quality and Flood Mitigation Project Lexington, KY April - August, 2015

This project, designed by Bell Engineering, is intended to serve a dual-purpose as a passive park with stormwater management functions. As a \$12,000,000 FEMA Hazard Mitigation Grant, the primary purpose was to address flooding problems caused by an undersized system on the southern part of the University of Kentucky's main campus. Below a new parking lot, 8.3 acre-feet of underground detention will reduce stormwater from the mostly impervious 240 acre watershed. Additional goals were to enhance stormwater quality, create a natural riparian habitat corridor and to produce an attractive and inviting greenspace on campus. The open stream channel design will feel like a park to pedestrians moving through the area. Overlook platforms with educational signage at each end of the stream section will provide teaching opportunities. Upstream of the open channel, a series of landscaped detention basins adjacent to Commonwealth Stadium will help reduce flows. The end result should prove to be innovative and attractive, with over 100 more trees added to the campus when complete.

Being a very high profile project with a rigid schedule, both the University of Kentucky and Bell Engineering wanted to ensure a capable and competent bidder was awarded the contract. EcoGro was sub-contracted by Bluegrass Contracting to meet qualifications criteria for bidding the project. Our experience with channel design and construction helped to deliver results that exceeded expectations of our clients. With a vested interest in seeing the natural area develop through the establishment phase, EcoGro has been contracted to provide on-going oversight and stewardship of the native wildflower meadow.

**Project Partners:** University of Kentucky, Bell Engineering, Bluegrass Contracting and Ridgewater



### Key Features:

- Flood Mitigation
- Stormwater Quality
- Stream Construction
- On-going Maintenance

[www.EcoGro.net](http://www.EcoGro.net)

(859) 231-0500

P.O. Box 22273, Lexington, KY 40522



## Lexington Green Pond Bank Stabilization Lexington, KY June, 2008

The Mall at Lexington Green had been suffering from erosion along its pond banks for several years. The numerous geese that were attracted to the pond had eaten away most of the turf grass and were leaving a mess with their droppings. The result was a case of very poor water quality. Because there were no plants, there was no buffer to filter out sediment and pollutants from the water. Without plants, the excessive nitrogen was freely available for algae to grow rampant. The facility management staff was using AquaShade® at nearly 10-day intervals to keep the algae under control.



Now the landscape is using up more nitrogen and goose droppings before it feeds algae in the water. In just a few weeks after our installation, AquaShade® applications were reduced by half. The vegetation filtered trash, pollutants and debris from fouling the water. Decorative Kentucky native plants along the banks re-established a natural balance for the nitrogen cycle. The dense root systems held soil together in the banks. This is a prime example of restoring a balance for sediment control, nutrient management and water quality. The Lexington Green bank stabilization project shows that EcoGro can offer much more than what meets the eye.

**Project Reference:** Contact EcoGro  
**Funding Source:** Lexington Green



### Key Features:

- Design/build
- Bank stabilization
- Water quality
- Native plants
- Biodegradable products

[www.EcoGro.net](http://www.EcoGro.net)

(859) 231-0500

P.O. Box 22273, Lexington, KY 40522