

SECTION 00410 – BID FORM

Sanitary Sewer Improvements-Manchester Street and Willard Street

Division of Water Quality  
Lexington-Fayette Urban County Government

LFUCG Bid No. **79-2019**

1.01 GENERAL

Place: Lexington, Kentucky

Date: 9/13/19

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

This Bid Form Submitted by

LAGCO, INC.  
1490 SUNSHINE LANE LEXINGTON, KY 40505  
(Name and Address of Bidder)

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

To: Lexington-Fayette Urban County Government  
(Hereinafter called "Owner")  
Office of the Director of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507

The Bidder, in compliance with your Advertisement for Bids for the **Sanitary Sewer Improvements – Manchester Street and Willard Street**; Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions and any and all addendums surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within **180** days, consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of One Thousand Dollars and Zero Cents (**\$1,000.00**) for each consecutive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 9/13/19; Addendum No. \_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_ Date \_\_\_\_\_; Addendum No. \_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_ Date \_\_\_\_\_; Addendum No. \_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_ Date \_\_\_\_\_; Addendum No. \_\_\_ Date \_\_\_\_\_

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

1.02 LEGAL STATUS OF BIDDER

Bidder LACCO, Inc.

Date 9/13/19

\*A. A corporation duly organized and doing business under the laws of the State of KENTUCKY  
for whom RANDY GREENE, bearing the  
official title of PRESIDENT, whose signature is  
affixed to this Bid is duly authorized to execute contracts.

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

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

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

1.03 BIDDERS AFFIDAVIT

Comes the Affiant, RANDY GREENE (LAGCO, INC.) and after being first duly sworn, states under penalty of perjury as follows:

- A. His/her name is RANDY GREENE and he/she is the individual submitting the Bid or is the authorized representative of LAGCO, INC. the entity submitting the Bid (hereinafter referred to as "Bidder").
- B. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the Bid is submitted, prior to award of the Agreement and will maintain a "current" status in regard to those taxes and fees during the life of the Agreement.
- C. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the Agreement.
- D. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
- E. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of an Agreement to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
- F. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
- G. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his/her conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Randy Greene  
Affiant Signature

STATE OF KENTUCKY  
COUNTY OF FAYETTE

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

Randy Greene on this the 13<sup>th</sup> day of September, 2019.

My Commission expires: 8/26/22

John Nicholas Smith  
NOTARY PUBLIC, STATE AT LARGE

**1.04 BID SCHEDULE**

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

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.

By submitting a Bid, the Bidder acknowledges that the trenchless constructability of all tunnels shown on the Contract Drawings have been vetted by the Bidder and that the Bidder's own design has been advanced to the extent necessary to establish, in the Bidder's own opinion, the ability to safely construct by means of tunneling methods.

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

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

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

The Engineer's estimated quantities shown in this bid schedule and the Construction Plans are to be considered approximate. It is the Contractor's responsibility to verify and determine quantities and unit costs that reflect the Total Lump Sum Cost for the entire project. Once the bid is submitted, the Contractor will not be permitted to alter the unit prices identified in the Bid Schedule.

In the event of additional quantities authorized by the Engineer or Owner, the Contractor shall provide unit prices for the following items (1-24).

**BID SCHEDULE**

Item	Description	Qty	Unit	Unit Price	Item Price
1	Remove 24" VCP and Replace with 24" PVC (SDR26) Sanitary Sewer Pipe including stone backfill	1,600	LF	\$ 323.00	\$ 516,800.00
2	Remove 8" VCP and Replace with 8" PVC (SDR26) Sanitary Sewer Pipe including stone backfill	300	LF	\$ 35.00	\$ 10,500.00
3	Remove and Replace manholes per the drawings	8	EA	\$ 9,233.00	\$ 73,864.00
4	Replace and install 6 inch laterals including mainline tees and ROW cleanout in the sidewalk.	40	EA	\$ 6,357.00	\$ 254,280.00
5	Rock Excavation (Mechanical)	1,399	CY	\$ 65.00	\$ 90,935.00

6	Bituminous Pavement Zone Fill - Flowable Fill	3,681	CY	\$ 105.00	\$ 386,505.00
7	Verification of lateral activity	40	EA	\$ 256.00	\$ 10,240.00
8	Bituminous Pavement Zone Fill - 6" Concrete installed	210	CY	\$ 131.00	\$ 27,510.00
9	Bituminous Pavement Zone Fill - 2" Bituminous Surface Mix installed	144	TON	\$ 257.00	\$ 37,008.00
10	Pavement Striping - Permanent Paint	4,000	LF	\$ .50	\$ 2,000.00
11	Sanitary Sewer Bypass Pumping (for 8-inch diameter mainline)	1	LS	\$ 55,160.00	\$ 55,160.00
12	Sanitary Sewer Bypass Pumping (for 24-inch diameter mainline)	1	LS	\$ 92,879.00	\$ 92,879.00
13	ESC Maintenance	1	LS	\$ 3,498.00	\$ 3,498.00
14	Traffic Maintenance and Control	1	LS	\$ 22,759.00	\$ 22,759.00
15	Mobilization/Demobilization	1	LS	\$ 40,842.00	\$ 40,842.00
16	Post Construction CCTV Inspection	2,000	LF	\$ 4.50	\$ 9,000.00
17					
18					
21					
22					
23					
24					
<b>TOTAL LUMP SUM BID (Items 1 thru 16)</b>				<b>\$ 1,683,780.00</b>	

**TOTAL LUMP SUM BID AMOUNT for the SANITARY SEWER IMPROVEMENTS – MANCHESTER STREET AND WILLARD STREET PROJECT in words and figures. In case of a discrepancy, the amount shown in words will govern.**

ONE MILLION, SIX HUNDRED EIGHTY THREE THOUSAND,

SEVEN HUNDRED EIGHTY  
+ ZERO CENTS

Dollars (\$

1,683,780.00 )

Respectfully Submitted,

FIRM: LAGCO, Inc.  
ADDRESS: 1490 SUNSHINE LANE  
CITY/STATE/ZIP: LEXINGTON, KY 40505  
DATE: 9/13/19  
BY: J. N. Hene  
(must be original signature)  
TITLE: PRESIDENT  
PHONE: 859-293-7473 FAX: 859-293-7471  
(area code, number & extension)  
EMAIL ADDRESS: randy @ lagco. com

OFFICIAL ADDRESS AND PHONE:

LAGCO, Inc.  
1490 SUNSHINE LANE  
LEXINGTON, KY 40505 (Seal if Bid is by Corporation)

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

**1.05 STATEMENT OF BIDDER'S QUALIFICATIONS**

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

- A. Name of Bidder: LAGCO, INC.
- B. Permanent Place of Business: 1490 SUNSHINE LANE LEXINGTON, KY 40505
- C. When Organized: 1980
- D. Where Incorporated: KENTUCKY
- E. Financial Condition:

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

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

Great American Insurance Co. (Surety)

Signed: James K. Martin (Representative of Surety)

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>LEXINGTON UNDERGROUND TRANSMISSION</u>	<u>LEXINGTON</u>	<u>2,712,929.21</u>
<u>ARLOCO HEAD STORM SEWER</u>	<u>LEXINGTON</u>	<u>209,914.00</u>
<u>WINCHESTER SANITARY</u>	<u>WINCHESTER</u>	<u>242,055.00</u>
<u>UK STEAMLINE</u>	<u>LEXINGTON</u>	<u>653,196.00</u>
<u>MEADOWS NORTHWARD</u>	<u>LEXINGTON</u>	<u>2,508,085.68</u>

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>UK COOPER STEAM</u>	<u>LEXINGTON</u>	<u>235,080.35</u>
<u>UK CENTRAL CAMPUS</u>	<u>LEXINGTON</u>	<u>7,215,900.00</u>
<u>UK HOSPITAL DR</u>	<u>LEXINGTON</u>	<u>90,897.00</u>



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

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

J. MWDBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>MWDBE</u>	<u>% of WORK</u>
N/A			

(USE ADDITIONAL SHEETS IF NECESSARY)

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

## Schedule C – Personnel

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

**1.06 LIST OF PROPOSED SUBCONTRACTORS**

The following list of proposed subcontractors is required by the Owner to be executed, completed and submitted with the Bid Form. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of Bid.

<u>BRANCH OF WORK**</u> (List each major item)	<u>SUBCONTRACTOR</u>	<u>MWDBE (yes/no)</u>	<u>% of WORK</u>
1. <u>ASPHALT PAVING</u>	Name: <u>RANDY DAVIES COMPANY</u>	<u>NO</u>	<u>2%</u>
	Address: <u>1 MILL CREEK PARK</u> <u>FRANKFOLT, KY 40601</u>		
2. _____	Name: _____	_____	_____
	Address: _____ _____		
3. _____	Name: _____	_____	_____
	Address: _____ _____		
4. _____	Name: _____	_____	_____
	Address: _____ _____		
5. _____	Name: _____	_____	_____
	Address: _____ _____		
6. _____	Name: _____	_____	_____
	Address: _____ _____		

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

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

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

- A. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the Bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- B. That the attached Bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Advertisement for Bid, designed to limit independent bidding or competition;
- C. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the Bid or Bids, and will not be communicated to any such person, prior to the official opening of the Bid or Bids;
- D. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
- E. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State Ky or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky ✓. [Check the statement applicable.]
- F. This offer is for ninety (90) calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items Bid above, an Agreement shall thereby be created with respect to the items accepted.
- G. That I have fully informed myself regarding the accuracy of the statements made in this statement.
- H. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

LAGCO, INC.  
Company

9/13/19  
Date

J.P. HAN  
Representative

**1.08 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: \_\_\_\_\_  
\_\_\_\_\_

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

## Schedule C – Personnel

Name	Position	Date started with	date started in	prior positions /
	Organization	Construction	experience	
<b>Randy Greene</b>	<b>President</b>	<b>1980</b>	<b>1980</b>	<b>insulation, mechanical, estimator</b>
				<b>Project manager, vice president</b>
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	<b>Manager</b>			
<b>Gregg Profit</b>	<b>Field Superintendent</b>	<b>2008</b>	<b>1987</b>	<b>Foreman, operator, superintendent</b>
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<b>Les Mcantosh</b>	<b>Foreman / operator</b>	<b>2012</b>	<b>1989</b>	<b>labor, operator, foreman</b>
<b>Greer Rogers</b>	<b>Foreman / operator</b>	<b>2014</b>	<b>2002</b>	<b>labor, operator, foreman</b>

### 1.09 TUNNELING CONTRACTOR QUALIFICATIONS

Tunneling Company Name:	N/A
Kentucky Contractor's License Number:	

This Tunneling Contractor Qualifications is required to be completed for each Tunneling Contractor and included with the Bidder's Bid for the Project. To be considered for award of the Contract, Bidder shall provide all information that is requested in Attachment A. If all information is not provided, the Bid will be deemed non-responsive.

Time (in years) that organization has been doing business under present name	
Name of designated Project Manager	
Name of designated Field Superintendent	
Number of Regular Employees of the Organization	

In addition to completing the above form, the Contractor shall provide, as attachments, the following items:

- Resume of designated Project Manager.
- Resume of designated Field Superintendent.
- Company's existing work commitments.

### 1.10 TUNNELING CONTRACTOR QUALIFICATIONS – EXPERIENCE

This Tunneling Contractor’s Qualifications – Experience Information (Attachment B) is required to be completed and included with the Bidder’s Bid for the Project. To be considered for award of the Contract, Tunneling Contractor shall demonstrate it has experience performing similar work on other projects.

For **each** tunnel installation method that the Bidder is intending to use on the Project, the Tunneling Contractor shall complete the Project Experience Summary Table(s) outlining experience that the Tunneling Contractor has utilizing that specific tunnel installation method. The table shall be populated with Projects that the Tunneling Contractor completed within the past 10 years. The experience qualifications requirements shall meet the minimum requirements set forth in the specific tunnel specification section.

If the Bidder wishes to include more information that what is specified in the summary table, it may be included as an attachment to the end of Attachment B.

**PROJECT EXPERIENCE SUMMARY TABLE**

	Project 1	Project 2	Project 3
Project Name	N/A	N/A	N/A
Tunnel Installation Method(s)			
Year(s) Project Occurred			
Owner			
Owner’s Phone Number			
Original & Final Contract Price			
Original & Final Contract Times (days)			
Carrier Pipe Material and Diameter			
Casing or Tunnel Lining Type and Diameter			
Carrier Pipe Grouted in Place (Y / N)			
Total Tunnel Length (feet) 2,000 LF (min.)			
Range of Tunnel Depth (feet)			
Rock Excavation Required (Y / N)			
Temporary or Permanent Shaft w/invert below groundwater			



table (Y / N)			
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**1.09 EQUAL OPPORTUNITY AGREEMENT**

**The Law**

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

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

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

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

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

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

**Bidders**

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business

The Entity (regardless of whether construction Contractor, non-construction Contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

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

The Act further provides:

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

In the case of an Agreement exceeding \$250,000, the Contractor will be required within seven (7) days following the Bid Opening to furnish evidence that its work-force in Kentucky is representative of the available work-force in the area from which it draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the Contract.

1.10 LFUCG MWDBE PARTICIPATION FORM

LFUCG Bid/RFP/Quote Reference No. 79-2019



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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
N/A			
↓			

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.

N/A  
 \_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

1.11 LFUCG MWDBE SUBSTITUTION FORM

LFUCG Bid/RFP/Quote Reference No. \_\_\_\_\_

79-2019



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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
N/A					

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.

N/A  
 \_\_\_\_\_  
 Company

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

1.12 MWDBE QUOTE SUMMARY FORM

LFUCG Bid/RFP/Quote Reference No. 79-2019



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>N/A</u>	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event, etc)	Total dollars (\$) Do Not Leave Blank (Attach Documentation)	DBE * AA HA AS NA Female	Veteran
<u>N/A</u>								

\*(DBE 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.

N/A  
\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**1.13 LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT**

LFUCG Bid/RFP/Quote No. \_\_\_\_\_



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 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.

**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**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**1.14 LFUCG STATEMENT OF GOOD FAITH EFFORTS**

LFUCG Bid/RFP/Quote No. 79-2019



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 MWDBEs and/or Veterans 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 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 of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE 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 MWDBE firms 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 to determine their level of interest.
- Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce
- Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to 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.

LAGCO, Inc  
Company

[Signature]  
Company Representative

9/13/19  
Date

DIVISION MANAGER  
Title

**1.15 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of LAGCO, Inc.  
(Name of Bidder)

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

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

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

**12. WORKFORCE ANALYSIS FORM**

Name of Organization: Sage Inc. Date:      /      /     

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

Prepared By: Melissa Week

**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: LACCO, Inc. Employee ID: \_\_\_\_\_  
 Address: 1490 SUNSHINE LANE - LEXINGTON, KY 40505 Phone: 859-293-7493  
 Project to be insured: MANCHESTER + WILLARD SANITARY SEWER

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGI	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000 2,000,000	Westfield Ins. Co.	A	XIV
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$ 1,000,000	Westfield Ins. Co.	A	XIV
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$ 4,000,000	Ky Assoc. of Contractors	A-	

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

Agency or Brokerage: Arthur J. Gallagher + Co. Name of Authorized Representative: Sandra Burnash  
9300 Shelbyville Rd Title: Asst. Manager  
 Street Address: \_\_\_\_\_ Authorized Signature: Sandra Burnash  
 City: Lexington State: Ky Zip: 40222 Date: 9/13/19  
 Telephone Number: 502-716-7851

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.**

**1.18 DEBARRED FIRMS**

**PROJECT NAME:** West Hickman Trunk D Wastewater System Improvements

**LFUCG BID NO.:** 4-2018

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY**

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

All Bidders shall complete the Debarment Certification in duplicate and submit both copies to the Owner with the Bid Form. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development within fourteen (14) days after Bid opening.

The undersigned hereby certifies that the firm of LAGCO, Inc. has not and will not award a subcontract, in connection with any Agreement award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 As Amended or any Federal Law.

LAGCO Inc.  
Name of Firm Submitting Bid

J. N. Heare  
Signature of Authorized Official

President  
Title

9/13/15  
Date

**1.19 DEBARMENT CERTIFICATION**

All Contractors/Subcontractors shall complete this certification.

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.
  - a) Have not within a three year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
  - c. Have not within a three (3) year period preceding this Bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the Contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: LA6CO, INC.

Project: MANCHESTER + WILLARD SANITARY SEWER

Printed Name: RANDY GREENE

Title of Authorized Representative: Pres. dent

Signature: J. N. Heare

Date: 9/13/15

1.20 CERTIFICATION REGARDING LOBBYING

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.

RANDY GREENE PRESIDENT

Typed Name & Title of Authorized Representative

A.N. here

Signature of Authorized Representative

9/13/15

Date

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



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

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

**SURETY:**

(Name, legal status and principal place of business)

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

**OWNER:**

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

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.

**BOND AMOUNT:** Five Percent of the Amount Bid

( \$ 5% of Bid )

**PROJECT:**

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

Sanitary Sewer Improvements Manchester Street and Willard Street

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 13th day of

September 2014

Lagco, Inc.

(Principal)

(Title)

Great American Insurance Company

(Surety)

(Title)

James H. Martin  
Attorney-in-Fact

(Witness)

(Witness)

Init.

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061110

**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 SEVEN

No. 0 18170

**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
JAMES T. SMITH	BROOK T. SMITH	ALL OF	ALL
RAYMOND M. HUNDLEY	WILLIAM PRECIOUS	LOUISVILLE, KENTUCKY	\$100,000,000
JAMES H. MARTIN	RYAN BRITT		
JASON D. CROMWELL			

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 21ST day of JANUARY 2018

GREAT AMERICAN INSURANCE COMPANY



*My 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 21ST day of JANUARY, 2018, 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 Commission Expires 05-16-2020

*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.

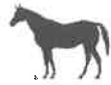
Signed and sealed this

*13<sup>th</sup>* day of *September*, 2019



*My L C. B.*

Assistant Secretary



**ADDENDUM #1**

Bid Number: #79-2019

Date: September 3, 2019

Subject: Sanitary Sewer Improvements Manchester & Willard Streets

Address inquiries to:  
Brian Marcum  
859.258.3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Questions and answers from the Manchester Street Sanitary Sewer Replacement on Tuesday September 3, 2019.

1. Are plumbing permits required for the lateral replacements? No, all work is to be in the Right of Way. The cleanout to be installed is in the sidewalk at the transition from public to private property.
2. Mechanical Rock Removal and Flowable Fill will be paid in actual quantities.
3. All coordination with utility companies is the responsibility of the contractor, including guy wire relocation and power line insulation.
4. The selected contractor will need to contact and arrange access to the affected businesses along Manchester Street.
5. The selected contractor will need to have at least one representative at a public meeting at a later date.

Please see the attached owner submitted traffic plan that has not been approved yet by the state. The Contractor will need to comply with the approved traffic plan.

See the attached prebid sign in sheet.





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: LACCO, Inc.

ADDRESS: 1490 SUNSHINE LANE LEXINGTON KY 40505

SIGNATURE OF BIDDER: 





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

FROM : Jarrod Conn  
PROJECT : Manchester Sanitary Sewer  
DATE : 9/13/2019

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

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

**Project Owner:** LFUCG  
**Date Complete:** not yet  
**Design Engineer:** Integrated Engineering  
**Contract Price:** \$2,400,000.00

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

**Project Owner:** UK  
**Date Complete:** not yet  
**Design Engineer:** Sherman Carter Barnhart  
**Contract Price:** \$135,000.00

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

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

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

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

**Start Date:** June 2015  
**Name:** Student Center Mechanical Excavation  
**Location:** Lexington, KY  
**Prime:** Finney Company

**Description:** Excavation for mechanical work at new UK Student Center

**Reference / Contact Name:** Tom Finney with Finney Company

**Reference Address / Phone:** 1132 Finney Dr,  
Lexington, KY 40511  
(859) 253-0659

**Project Owner:** University of Kentucky

**Design Engineer:** CMTA

**Date Complete:** complete

**Contract Price:** \$1,611,118.00

**Start Date:** June 2015

**Name:** Student Center Electrical Excavation

**Location:** Lexington, KY

**Prime:** Davis H. Elliot

**Description:** Excavation for electrical work at new UK Student Center

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

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

**Project Owner:** University of Kentucky

**Design Engineer:** CMTA

**Date Complete:** complete

**Contract Price:** \$787,348.00

**Start Date:** April 2015

**Name:** Frankfort Telecom Headend Facility

**Location:** Frankfort Kentucky

**Prime:** Woodbine Construction

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

**Reference / Contact Name:** Rusty Stafford with Woodbine Construction

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

**Project Owner:** Frankfort Plant Board  
**Design Engineer:** GRW  
**Date Complete:** May 2016  
**Contract Price:** \$333,300.00

**Start Date:** July 2015  
**Name:** UK Academic Science  
**Location:** Lexington, KY  
**Prime:** Jostin Construction  
**Description:** Site package for Academic Science Building at UK  
**Reference / Contact Name:** Gary Foreman with Jostin Construction  
**Reference Address / Phone:** 2335 Florence Ave.  
Cincinnati, OH 45206  
(513) 559-9390

**Project Owner:** University of Kentucky  
**Design Engineer:** Carman  
**Date Complete:** complete  
**Contract Price:** \$350,000.00

**Start Date:** November 2014  
**Name:** UK South Commons  
**Location:** Lexington, KY  
**Prime:** Rycon Construction  
**Description:** Site grading and storm at new UK South Commons Building/site  
**Reference / Contact Name:** Andrew Redlinger  
**Reference Address / Phone:** 2525 Liberty Avenue  
Pittsburgh, PA 15222  
(412) 925-0372

**Project Owner:** University of Kentucky  
**Design Engineer:** Ross Tarrant  
**Date Complete:** Sept 2015  
**Contract Price:** \$745,400.00

**Start Date:** July 2014  
**Name:** Meadows North Arlington  
**Location:** Lexington, KY



**Prime:** Lagco

**Description:** Storm work for the city of Lexington

**Reference / Contact Name:** Jim Gillis with LFUCG

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

**Project Owner:** LFUCG

**Design Engineer:** Fred Eastridge

**Date Complete:** August 2015

**Contract Price:** \$820,911.00

**Start Date:** February 2014

**Name:** ECU Steam Line Phase III

**Location:** Richmond, KY

**Prime:** Lagco

**Description:** Installing new steam line and vaults

**Reference / Contact Name:** John Mason

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

**Project Owner:** Eastern Kentucky University

**Design Engineer:** Staggs & Fisher

**Date Complete:** November 2015

**Contract Price:** \$1,060,994.00

**Start Date:** November 2013

**Name:** Anniston Wickland Storm Sewer

**Location:** Lexington, KY

**Prime:** Lagco

**Description:** Installation of city storm sewer

**Reference / Contact Name:** Billy Warren with LFUCG

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

**Project Owner:** LFUCG

**Design Engineer:** Fred Eastridge

**Date Complete:** March 2015  
**Contract Price:** \$989,346.00

**Start Date:** November 2013  
**Name:** UK Gatton Building  
**Location:** Lexington, KY  
**Prime:** Skanska  
**Description:** Site grading, storm installation, and sanitary sewer for new UK Gatton College addition  
**Reference / Contact Name:** Johnathan Buddy with Skanska  
**Reference Address / Phone:** UK Gatton College of Business and Economics  
University of Kentucky  
550 S. Limestone St.  
Lexington, KY 40508  
(513) 325-3652

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

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

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

**Start Date:** May 2013

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

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

**Start Date:** May 2013  
**Name:** Glendover Elementary School  
**Location:** Lexington, KY  
**Prime:** No  
**Description:** Site grading & storm drainage  
**Reference / Contact Name:** Ashley Davis  
**Reference Address / Phone:** Woodford Builders  
440 Fairman Road  
Lexington, KY 40511

**Project Owner:** Fayette County School Board  
**Design Engineer:** Carman Engineering  
**Date Complete:** August 2015  
**Contract Price:** \$ 499,845.00

**Start Date:** June 2012  
**Name:** Sunset Avenue Storm Line  
**Location:** Richmond  
**Prime:** Yes  
**Description:** Installing storm piping in street  
**Reference / Contact Name:** CDP Engineers - Sandy Camargo  
**Reference Address / Phone:** 3250 Blazer Parkway  
Lexington, KY 40509  
(859) 264-7500

**Project Owner:** City Of Richmond

**Design Engineer:** CDP Engineers  
**Date Complete:** completed Dec. 2012  
**Contract Price:** \$ 647,953.53

**Start Date:** May 2012  
**Name:** ECU Steam Line  
**Location:** Richmond  
**Prime:** Lagco  
**Description:** Installing 60" RCP for steam Tunnel  
**Reference / Contact Name:** John Mason  
**Reference Address / Phone:** Staggs & Fisher, Inc.  
3264 Lochness Drive  
Lexington, Ky 40517  
(859) 271-3246

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

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

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

**Start Date:** Aug. 2011  
**Name:** University Of Kentucky UK CAER Phase 3  
**Location:** Lexington Kentucky  
**Prime:** No

**Description:** Grading, Storm drainage & sanitary  
**Reference / Contact Name:** Turner Construction, Jason Kruse  
**Reference Address / Phone:** 633 West Main Street Suite 450  
Louisville, KY 40202  
(502) 377-0688

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

**Start Date:** December May 2010

**Name:** UK Steam Line

**Location:** Lexington

**Prime:** No

**Description:** Excavate & install new steam line

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

**Reference Address / Phone:** Staggs & Fisher, Inc.

3264 Lochness Drive

Lexington, KY 40517

(859) 271-3246

**Project Owner:** University of KY  
**Design Engineer:** Staggs & Fisher  
**Date Complete:** Complete  
**Contract Price:** \$948,950.00

**Start Date:** February 2009

**Name:** Bluegrass Station Infrastructure

**Location:** Lexington Ky

**Prime:** Yes

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

**Reference / Contact Name:** Bluegrass Station - Paul Cable

**Reference Address / Phone:** 5751 Briar Hill Road

Lexington, KY 40516

(859) 293-3203

**Project Owner:** Bluegrass Station  
**Design Engineer:** CDP Engineers  
**Date Complete:** June 2012

**Contract Price: \$ 3,697,449.00**

**Start Date: 2010**

**Name: UK 4<sup>th</sup> & 5<sup>th</sup> floor steam line**

**Location: Lexington**

**Prime: No**

**Description: Excavation & installing Steam line**

**Reference / Contact Name: Rich Reidle**

**Reference Address / Phone: Peterson Service Building**

**Lexington, KY 40506**

**(859) 257-5911**

**Project Owner: University Of KY**

**Design Engineer: Staggs & Fisher Consulting Engineers - Dan Branscum**

**Date Complete: 2011**

**Start Date: 2010**

**Name: Madison Southern High School**

**Location: Richmond**

**Prime: Yes**

**Description: Grading, site storm & asphalt**

**Reference / Contact Name: Tony Thomas**

**Reference Address / Phone: Clotfelter-Samokar**

**PSC Architecture, Engineering**

**228 E. Reynolds Road, Suite One**

**Lexington, KY 40517**

**(859) 338-7485**

**Project Owner: Madison County Board Of EDU**

**Design Engineer: Clotfelter-Samokar**

**Date Complete: 2011**

**Contract Price: \$ 381,716.00**

**Start Date: 2010**

**Name: Aniston Wickland Storm Water**

**Location: Lexington**

**Prime: Yes**

**Description: Remediation sink holes, Grading & site storm**

**Reference / Contact Name:** LFUCG - Rick Day  
**Reference Address / Phone:** 301 Lisle Industrial Ave. Lexington, KY 40511  
(859) 425-2407  
**Project Owner:** Lexington Fayette Urban County Government  
**Design Engineer:** Lexington Fayette Urban County Government  
**Date Complete:** 2011  
**Contract Price:** \$ 653,827.00

**Start Date:** 2009  
**Name:** Lower Howards Creek  
**Location:** Winchester, KY  
**Prime:** Yes  
**Description:** Installing Gravity Sanitary Sewer  
**Reference / Contact Name:** Winchester Municipal Utilities, Duke Dryden  
**Reference Address / Phone:** WMU  
150 N Main St,  
Winchester, KY 40391  
(859) 744-5434

**Project Owner:** WMU  
**Design Engineer:** Palmer Engineering  
**Date Complete:** 2010  
**Contract Price:** \$ 737,522.00

**Start Date:** 2009  
**Name:** UK CAER Phase 1  
**Location:** Lexington  
**Prime:** No  
**Description:** Grading & installing storm, sanitary, Concrete, etc..  
**Reference / Contact Name:** Turner Construction, Jason Kruse  
**Reference Address / Phone:** 633 West Main Street Suite 450  
Louisville, KY 40202  
(502) 377-0688

**Project Owner:** University Of KY  
**Design Engineer:** Vision Engineering  
**Date Complete:** June 2010  
**Contract Price:** \$834,489.00

**Start Date:** 2008  
**Name:** St Luke Methodist Church  
**Location:** Lexington  
**Prime:** No  
**Description:** Grading, storm, sanitary  
**Reference / Contact Name:** Burchfield Thomas General Contracting  
**Reference Address / Phone:** 1610 Old Frankfort Pike  
 Lexington, KY 40577  
 (859) 231-6170  
**Project Owner:** St Luke United Methodist Church  
**Design Engineer:** John L. Carmen & Assoc. - Chris Howard - 310 Old Vine  
 Street Lexington, KY 40507 (859) 254-8903  
**Date Complete:** 2009  
**Contract Price:** \$522,752.00

**Start Date:** 2007  
**Name:** Keeneland Force Main  
**Location:** Lexington  
**Prime:** Yes  
**Description:** Installing sanitary Force main  
**Reference / Contact Name:** Keeneland, John Howard  
**Reference Address / Phone:** 4201 Versailles Rd.  
 Lexington, KY 40510  
 (859)-288-4232

**Project Owner:** Keeneland  
**Design Engineer:** GRW 801 Corporate Drive Lexington, KY 40503 (859)  
 2333-999  
**Date Complete:** 2007  
**Contract Price:** \$ 243,153.00

**Other projects Laqco has accomplished:**

	<u>2007</u>	
Huntertown Elementary		\$ 279,642.00
Equine Vet Clinic		\$ 249,825.00
Value Place Hotel		\$ 212,736.00



Montessori Elementary \$ 174,890.00

2008

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

2009

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

2010 & 2011

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

2012 & 2013

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