

PART III

Invitation to Bid No. 29-2022

Lakeside Golf Course Irrigation Replacement

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: _____

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

This Proposal Submitted by George E. Ley Company

130 Devereux Dr, Glenmoore, PA 19343

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Pennsylvania, doing business as George E. Ley Company "a corporation," "a partnership", or an "individual" as applicable.

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the Lakeside Golf Course Irrigation Replacement 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 Bidder hereby acknowledges receipt of the following addenda:

Addendum No. <u>1</u>	Date <u>March 14, 2022</u>
Addendum No. <u>2</u>	Date <u>March 14, 2022</u>
Addendum No. <u> </u>	Date <u>NONE</u>
Addendum No. <u> </u>	Date <u>NONE</u>
Addendum No. <u> </u>	Date <u>NONE</u>
Addendum No. <u> </u>	Date <u>NONE</u>
Addendum No. <u> </u>	Date <u>NONE</u>
Addendum No. <u> </u>	Date <u>NONE</u>

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 George E. Ley Company

Date _____

* 1. A corporation duly organized and doing business under the laws of the State of Pennsylvania, for whom Brian D. Ley, 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)

NOT APPLICABLE -----

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

NOT APPLICABLE -----

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

3.

BIDDERS AFFIDAVIT

Comes the Affiant, Brian D. Ley, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Brian D. Ley and he/she is the individual submitting the bid or is the authorized representative of George E. Ley Company, 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 Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
6. 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.


 Signature
President
 Title

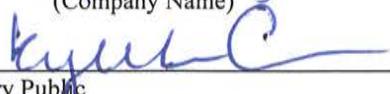
Brian D. Ley
 Printed Name
3-24-2022
 Date

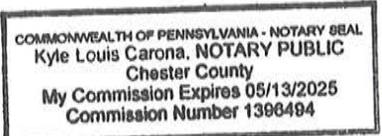
Company Name George E. Ley Company

Address 130 Devereux Dr, Glenmoore, PA 19343

Subscribed and sworn to before me by Brian D. Ley
 (Affiant)
President
 (Title)

of George E. Ley Co. this 24th day of March, 20 22
 (Company Name)


 Notary Public
 [seal of notary] My commission expires: 5-13-2025



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 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	Unit	Quantity	Price
1a.	Base Bid Option 1, Rain Bird IC System as per specs for <u>one million two hundred forty-nine thousand nine hundred nineteen dollars</u> Dollars <u>forty-nine</u> Cents	LS	1	\$ <u>1,249,919.49</u>
1b.	Base Bid Option 2, Toro 2-wire LSM System as per specs for <u>one million four hundred forty-one thousand nine hundred fifty-five</u> Dollars <u>ninety-seven</u> Cents	LS	1	\$ <u>1,441,955.97</u>
2.	Alternate 1 – Contractor to remove existing equipment as per specs for <u>ten thousand</u> Dollars <u>zero</u> Cents	LS	1	\$ <u>10,000.00</u>

Unit Cost

Bidder is required to provide a Labor + Material and a Labor Only bid for each item listed in this section. This list may be used for additions or deletions for the purpose of bid comparisons and/or evaluations, as well as initial contract adjustments. Successful Bidder may be required to provide a more comprehensive list for computing additions to or deletions from the contract.

Item - General	Unit Cost (Labor + Mat.)	Unit Cost (Labor Only)	Unit
2-Wire Cable added to Plowed Pipe ¹	\$2.11	\$1.67	lf.
2-Wire Cable added to Trenched Pipe ¹	\$2.11	\$1.67	lf.
2-Wire Cable only, Plowed	\$3.61	\$2.98	lf.
Ground Rod ² with all requisite items per Detail #23, excluding plate items	\$280.57	\$148.50	ea.
Ground Plate ² with all requisite items per Detail #23, excluding rod items	\$667.03	\$368.50	ea.
500 VA Power Line Conditioner/Stabilizer per specification 4.17	\$1,671.34	\$550.00	ea.
12" Mainline Isolation Valve ² per Detail #11	\$3,816.20	\$423.50	ea.
10" Mainline Isolation Valve ² per Detail #11	\$2,889.86	\$423.50	ea.
8" Mainline Isolation Valve ² per Detail #11	\$1,848.12	\$423.50	ea.
6" Mainline Isolation Valve ² per Detail #11	\$1,553.12	\$313.50	ea.
4" Mainline Isolation Valve ² per Detail #11	\$907.74	\$258.50	ea.
2" Lat x 10" Main Conn ² per Detail #13 (No Valve Items)	\$566.42	\$148.50	ea.
2" Lat x 8" Main Conn ² per Detail #13 (No Valve Items)	\$468.11	\$148.50	ea.
2" Lat x 6" Main Conn ² per Detail #13 (No Valve Items)	\$390.09	\$148.50	ea.
2" Lat x 4" Main Conn ² per Detail #13 (No Valve Items)	\$373.82	\$148.50	ea.
3" Lat x 10" Main Conn ² per Detail #12 (No Valve Items)	\$822.27	\$148.50	ea.
3" Lat x 8" Main Conn ² per Detail #12 (No Valve Items)	\$685.23	\$148.50	ea.
3" Lat x 6" Main Conn ² per Detail #12 (No Valve Items)	\$539.55	\$148.50	ea.
3" Lat x 4" Main Conn ² per Detail #12 (No Valve Items)	\$504.53	\$148.50	ea.
3" PE Lateral Valve ³ per Detail #12 (Valve, box & sleeve items Only)	\$600.00	\$181.50	ea.

¹ Include adding wire to pipe being installed (Pipe installation under separate unit price)

² Include all requisite items per Specifications and Detail indicated

³ Include all requisite items per Specifications and Detail indicated

Item - General	Unit Cost (Labor + Mat.)	Unit Cost (Labor Only)	Unit
2" PE Lateral Valve ³ per Detail #13 (Valve, box & sleeve items Only)	\$436.19	\$181.50	ea.
2" Drain Valves ³ per Detail #9 (Valve, box, Sleeve items Only), (added to 2" Lat x X" Main connections above)	\$468.92	\$181.0	ea.
Combination Air Valves ² per Detail #10	\$1,053.99	\$220.00	ea.
1-1/2" Acme Outlet SS Saddle on 2" Pipe	\$136.85	\$0.00	ea.
1-1/2" Acme Outlet SS Saddle on 3" Pipe	\$179.60	\$0.00	ea.

Item - General	Unit Cost (Labor + Mat.)	Unit Cost (Labor Only)	Unit
12" DR 13.5 HDPE Pipe ⁴ , trenched	N/A	\$4.00	lf.
10" DR 13.5 HDPE Pipe ⁴ , trenched	N/A	\$4.00	lf.
8" DR 13.5 HDPE Pipe ⁴ , trenched	N/A	\$4.00	lf.
6" DR 13.5 HDPE Pipe ⁴ , trenched	N/A	\$4.00	lf.
4" DR 13.5 HDPE Pipe ⁴ , trenched	N/A	\$4.00	lf.
3" DR 13.5 HDPE Pipe ⁴ , trenched	N/A	\$4.00	lf.
2" DR 13.5 HDPE Pipe ⁴ , trenched	N/A	\$3.00	lf.
2" DR 13.5 HDPE Pipe ⁴ , plowed	N/A	\$3.00	lf.
12" DR 13.5 HDPE Pipe ⁵ , Rock Sawed	N/A	\$99.00	lf.
10" DR 13.5 HDPE Pipe ⁵ , Rock Sawed	N/A	\$99.00	lf.
8" DR 13.5 HDPE Pipe ⁵ , Rock Sawed	N/A	\$99.00	lf.
6" DR 13.5 HDPE Pipe ⁵ , Rock Sawed	N/A	\$99.00	lf.
4" DR 13.5 HDPE Pipe ⁵ , Rock Sawed	N/A	\$99.00	lf.
3" DR 13.5 HDPE Pipe ⁵ , Rock Sawed	N/A	\$99.00	lf.
2" DR 13.5 HDPE Pipe ⁵ , Rock Sawed	N/A	\$98.00	lf.

⁴ Include all labor to install pipe, including all fusing, backfilling, compaction, and restoration. (Wire under separate unit price)

⁵ In areas that fall under Rock Classification per Specs, include all labor to install pipe, including all fusing, backfilling, compaction, and restoration

Item – Rain Bird Specific	Unit Cost (Labor + Mat.)	Unit Cost (Labor Only)	Unit
A702-IC-80-XX Sprinkler ⁶ , less Saddle connection	\$323.19	\$55.00	ea.
A752-IC-80-XX Sprinkler ⁶ , less Saddle connection	\$338.74	\$55.00	ea.
A900-IC-70-XX Sprinkler ⁶ , less Saddle connection	\$329.49	\$55.00	ea.
A950-IC-70-XX Sprinkler ⁶ , less Saddle connection	\$338.20	\$55.00	ea.
Tail nozzle added to any part circle sprinkler above	\$234.06	\$0.00	ea.
5RC Quick Coupling Valve ⁶	\$312.66	\$93.50	ea.
1-1/2" PEB Electric Valve ⁷ per Detail #14	\$754.70	\$264.00	ea.
2" PEB Electric Valve ⁷ per Detail #14			ea.
ICSD with grounding ⁷ per Detail #22-23, (Rod Only, with 3 Terminal Polaris Connectors)	\$287.95	\$176.00	ea.
ICSD with grounding ⁷ per Detail #22-23, (Rod Only, with 4 Terminal Polaris Connectors)	\$292.51	\$176.00	ea.
ICSD with grounding ⁷ per Detail #22-23, (Rod Only, with 6 Terminal Polaris Connectors)	\$312.76	\$176.00	ea.
Replace 10" Round to be used on ICSD with 12" x 20" Rectangular Box	\$40.49	\$0.00	ea.
IC module replacement in field			ea.

Item – Toro Specific	Unit Cost (Labor + Mat.)	Unit Cost (Labor Only)	Unit
FLX34-3X6-6 Sprinkler ⁶ , less Saddle connection	\$354.87	\$55.00	ea.
FLX35-3X6-6 Sprinkler ⁶ , less Saddle connection	\$377.82	\$55.00	ea.
FLX34-306-6 Sprinkler ⁶ , less Saddle connection	\$389.97	\$55.00	ea.
FLX35-306-66 Sprinkler ⁶ , less Saddle connection	\$389.97	\$55.00	ea.
INF34-3X6-6 Sprinkler ⁶ , less Saddle connection	\$445.87	\$55.00	ea.
INF35-3X6-6 Sprinkler ⁶ , less Saddle connection	\$468.82	\$55.00	ea.
INF34 -306-6 Sprinkler ⁶ , less Saddle connection	\$425.97	\$55.00	ea.
INF35 -306-66 Sprinkler ⁶ , less Saddle connection	\$425.97	\$55.00	ea.
Tail nozzle added to any part circle sprinkler above	\$4.11	\$0.00	ea.
474-00 Quick Coupling Valve ⁶	\$313.09	\$93.50	ea.

⁶ Include all labor to install all requisite items per Details and Specifications, less lateral pipe, less Saddle connection to Pipe (Saddle installation under separate unit price)

⁷ Include all requisite items per Specifications and Detail indicated

Item – Toro Specific	Unit Cost (Labor + Mat.)	Unit Cost (Labor Only)	Unit
1-1/2" P220 Electric Valve ⁸ per Detail #15	\$745.67	\$198.00	ea.
2" P220 Electric Valve ⁸ per Detail #15			ea.
DEC-SG-LINE with grounding ⁸ per Detail #22-23, (Rod and Plate, with 3 Terminal Polaris Connectors)	\$774.13	\$423.50	ea.
DEC-SG-LINE with grounding ⁸ per Detail #22-23, (Rod and Plate, with 4 Terminal Polaris Connectors)	\$753.88	\$423.50	ea.
DEC-SG-LINE with grounding ⁸ per Detail #22-23, (Rod and Plate, with 6 Terminal Polaris Connectors)	\$749.32	\$423.50	ea.
Replace 10" Round to be used on DEC-SG-LINE with 12" x 20" Rectangular Box	\$40.49	\$0.00	ea
LSM replacement	\$1,283.56	\$550.00	ea.

⁸ Include all requisite items per Specifications and Detail indicated

Submitted by:

George E. Ley Company

Firm

130 Devereux Rd

Address

Glenmoore, PA 19343

City, State & Zip

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



Signature of Authorized Company Representative – Title

Brian D. Ley

Representative/s Name (Typed or Printed)

484-883-2947

Area Code – Phone –Fax #

bley@gelcogolf.com

E-Mail Address

OFFICIAL ADDRESS:

130 Devereux Rd

Glenmoore PA 19343

(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: George E. Ley Co.
- 2. Permanent Place of Business: 130 Devereux Rd, Glenmoore, PA 19343
- 3. When Organized: 1969
- 4. Where Incorporated: Pennsylvania.
- 5. Construction Plant and Equipment Available for this Project:
See next page

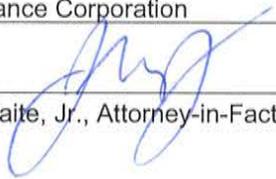
(Attach Separate Sheet If Necessary)

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:

Endurance Assurance Corporation (Surety)

Signed:  (Representative of Surety)
John R. Waite, Jr., Attorney-in-Fact

EQUIPMENT LISTING

1/19/2022

EQUIP NO.	DESCRIPTION	YEAR	EQUIP NO.	DESCRIPTION	YEAR
	AIR COMPRESSOR, INGERSOLL RAND			Tamper, BS50-2	07
	AIR COMPRESSOR, INGERSOLL RAND P130WJD	1997		Tamper, BS50-2	07
	AMIAD LIGHT PLANT			Tamper, BS50-2	07
	ATV, YAMAHA	1986		Tamper, BS50-2	07
88	ATV, CUSHMAN WITH DUMP BODY, MODEL 898658			TAMPER NEUSON BS50-4A	2018
	BACKHOE, 310D JD	93		TAMPER NEUSON BS50-4A	2018
	BACKHOE/LOADER JD 710D			TAMPER NEUSON BS50-4A	2020
	BACKHOE POWER TILT PT7 ATTACHMENT	07		TAMPER NEUSON BS50-4A	2020
	BLECAVATOR 180-71", Model BV180	98		TRACK LOADER, MUSTANG 1650RT	18
	BRUSH CHIPPER, 1250A VERMEER	99		TRACK LOADER, MUSTANG 1650RT	18
	BRUSH HOG, BRADCO EQ0028719 72" STANDARD	2018		TRACK LOADER, MUSTANG 1650	18
	BULLDOZER, JD 26G	2020		TRACK LOADER, MUSTANG 2100RTNXT3	19
86	BULLDOZER, JD 450H			TRACK LOADER, MUSTANG 2100RT	19
97	BULLDOZER, JD 450H			Tractor Implement, Perfecta II, STP-8-A	99
	BULLDOZER, JD 700KLG	2017	58	TRACTOR, JD 1070, 4VVD	94
66	BULLDOZER, JD 750B		60	TRACTOR, JD 2155	90
	BULLDOZER, JD 85G	2016	556	TRACTOR, JD 2150 w/shuttle	
	CONVEYOR, TURFCO C-10	07		TRACTOR, JD 2355/245 LOADER	
	CRAWLER/LOADER CAT 953C	2007		TRACTOR, KUBOTA L3600DT	
	DISC HARROW			TRACTOR, KUBOTA M4700	
155	DUMP CART, TORO 07200			TRACTOR, MF 231	02
	DUMP CART, TORO 07200			TRACTOR, MF 1540 W/ HYD FOR LOADER	07
	DUMPER, BENFORD 6000	2005	129	TRACTOR, MF 1440 W 1466 LOADER	04
	DUMPER, BENFORD 6003PTFA	2005		TRACTOR, MF 1540 HL	07
	DUMP TRAILER MORGAN		127	TRACTOR, MF 1540 Attachement, Loader MF 1525	07
	DUMP TRAILER TEREX P6000-237			TRACTOR, MF 1734 E/SKID STEER BUCKET	
	DUMP TRAILER TEREX P6000-247			TRACTOR, MF 1735MHL	2020
	DUMP TRAILER, PROVONOST	07		TRACTOR, MF 1739E/SKID STEER BUCKET	
	DUMP WAGON (NEW), AGRO TREND			TRACTOR, MF 1750MHL	2020
	DUMP TRAILER, TAYLOR-WAY 4000T SINGLE AXEL	08		TRACTOR, MF 1750MHL	2019
	EXCAVATOR, Case CX330 w/Aux Hydro. Quick Coupler	2003	104	TRACTOR, MF 263 4 X 4	00
112	EXCAVATOR Case 9007B	00		TRACTOR, LOADER MF 2705E/L135E	2016
100	EXCAVATOR Case 9020B, with attachments	97	103	TRACTOR, MF 281 4 X 4	00
	EXCAVATOR, COMPACT JC 26G	17	117	TRACTOR, MF 451,2ND TURF TIRES, 8X8 SHUTTLE	USED
	EXCAVATOR, COMPACT JD 26G	2019		TRACTOR/LOADER MUSTANG 160RT	18
152	EXCAVATOR, COMPACT, JD 50G/2016 TAG BUCKET	14		TRACTOR/LOADER, MF 1540HL	07
89	EXCAVATOR, JD 490E	94	60	TRACK SKID LOADER,, COMPACT, GEHL CTL 60	07
	FORKLIFT, INGERSOLL-RAND TELESCOPIC			TREE SPADE, VERMEER 3300	
	FUSION MACHIN A430101	2018	5PA	-TRAILER, SP CONSTR UTILITY	80
	FUSION MACHINE, GAS, ISCO MODEL 412	07	0PA	-TRAILER, SP CONSTR UTILITY	75
	FUSION PROCESSOR, ELKTRA LIGHT ELECTRIC		6PA	-TRAILER, SP CONSTR UTILITY	70
	FUSION UNIT 2LC	18		82 TRENCH COMPACTOR TC-4A, VERMEER	98
	FUSION UNIT 2LC	15			
	GATOR JD HPX 4X4			TRENCH COMPACTOR TC-4A, VERMEER	96
	GENERATOR	19			
	GENERATOR, CHAMPION 10219 439-CC	2020		TRENCH COMPACTOR TC-4A, VERMEER	94
	GENERATOR, BLACK MAX BM907500BT	2018		TRENCHER, ASTEC RT560 WITH MATTRACKS SYSTEM RT560X73243	
	GENERATOR, HONDA BLACK MAX GX390RT2	2020		TRENCHER, ASTEC RT660 WITH MATTRACKS SYSTEM MT0A0048: 65M1A1-RT	
	GOLF CART, TORO OLE 7273		50	TRENCHER, CASE 360 W/PLOW	93
	GOLF CART, TORO OLE 7273		63	TRENCHER, CASE 360 W/PLOW	95
	GRADING SYSTEM, GRADEMASTER Model SLGM-7		23	TRENCHER, CASE 360 W/PLOW	
	GRADING BOX, LEVEL BEST TD72			TRENCHER, CASE 360 W/PLOW	
	HYDRAULIC HAMMER, ALLIED MODEL 88	00	92	TRENCHER, CASE 360 W/PLOW	00
62	LOADER, 444E JOHN DEERE	90	76	TRENCHER, CASE 560	96
	MOWER, TORO 3500-D SIDEWINDER DIESEL WIDE AREA		56	TRENCHER, CASE 560	95
	PACKER WHEEL, VERMEER TC4A		57	TRENCHER, CASE 560	95
	ROCK HOUND, EDGE	06	69	TRENCHER, CASE 560	96
	ROCKHOUND			TRENCHER, CASE 560	
	ROCKWHEEL, RIVER CITY HD524	95	101	TRENCHER, Case 560	01
	ROLLER, BOMAG MODEL 75 AD			TRENCHER, Case 560	00
	ROLLER, BOMAG MODEL 75 AD			TRENCHER, Case 560	03
94	ROLLER, BOMAG MODEL BW120A		51	TRENCHER, CASE 660	93
	ROLLER, BOMAD 130 AD			TRENCHER, Case 660	
78	ROLLER, VIBROMAX 2000, MODEL 263	98	93	TRENCHER, Case 660	04
	SAND PRO	2000		TRENCHER, Case 660	00
	SAND PRO, TORO		114	TRENCHER, CASE 860	92
	SEEDER BRILLION 10' SEEDER with Tractor	2002	80	TRENCHER, CASE V760	93
	SEEDER BRILLION SL 10 FT. LANDSCAPE	1998		TRENCHER DITCH WITCH Model R100D w/ ES30 72" Saw	85
	SKID LOADER NEW HOLLAND LS170with 72" Rockaway 7415H	02		TRENCHER, DITCH WITCH WALK BEHIND, #1020	
	Sod Cutter, 18" Ryan Jr.# 544945	07		TRENCHER BAR, DITCH WITCH 8'	
	Sod Cutter, 18" Ryan Jr.# 544945	07		TRENCHER TORO RT600	
	SOD ROLL (LARGE) INSTALLER, BUCYRUS M4826D			TURF RAKE, BARBER MODEL 600HD	
77	STRAW BLOWER, FIN	90	98	UNLOADER/PREPARATOR, CASE 1845C	97
	STUMP GRINDER, CASE ALITEC CG40	97		UTILITY VEHICLE, TORO 2110	2003
79	SWEEPER , GRAVELY	98		UTILITY VEHICLE, TORO 2110	2003
95	SWEEPER, MODEL 985117	00		UTILITY VEHICLE, TORO 2110	2003
38	TAMPER TC-4, VERMEER	90		Welder, Lincoln	
53	TAMPER TC-4, VERMEER	94		Welder, Lincoln	
54	TAMPER TC-4, VERMEER	93		WORKMAN, TORO 3200-G	
	Tamper, Power			WORKMAN, TORO MD - GAS 07266	
	Tamper, Power				

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **George E. Ley Company**
(Here insert full name and address or legal title of Contractor)
130 Devereux Road, Glenmoore, PA 19343
as Principal, hereinafter called the Principal, and **Endurance Assurance Corporation**
(Here insert full name and address or legal title of Surety)
12890 Lebanon Road, Mt. Juliet, TN 37122
a corporation duly organized under the laws of the State of Delaware
as Surety, hereinafter called the Surety, are held and firmly bound unto **Lexington-Fayette Urban County**
(Here insert full name and address or legal title of Owner)
Government (LFUCG), 200 East Main Street, 3rd Floor, Room 338, Lexington, KY 40507
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)
Lakeside Golf Course Irrigation Replacement, Lexington-Fayette County, Kentucky, Bid No. 29-2022

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of March 2022


Linda Kearney (Witness)

George E. Ley Company
(Principal) (Seal)


Brian D. Ley (Title) President


Kimberly Burton (Witness)

Endurance Assurance Corporation
(Surety) (Seal)


(Title)
John R. Waite, Jr., Attorney-in-Fact

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

Endurance Assurance Corporation

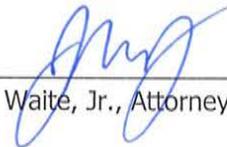
organized and existing under the laws of the State of Delaware and licensed to do business in the State of Kentucky certifies and agrees, that if contract for Lakeside Golf Course Irrigation Replacement, Lexington-Fayette County, Kentucky, Bid No. 29-2022

for Lexington-Fayette Urban County Government (LFUCG)

is awarded to George E. Ley Company the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and Sealed this 24th day of March , 2022 .

Endurance Assurance Corporation



John R. Waite, Jr., Attorney-in-Fact



MATTHEW G. BEVIN

**GOVERNOR
DEPARTMENT OF INSURANCE**

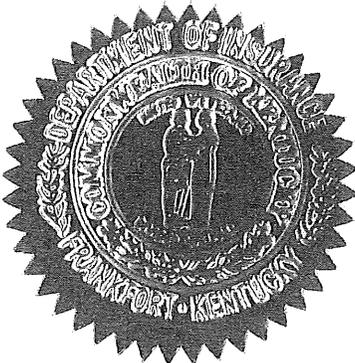
CERTIFICATE OF AUTHORITY

Corrected

Satisfactory evidence has been furnished to me showing that **Endurance Assurance Corporation** organized in the State of **Delaware**, and having its principal office at **Wilmington, DE**, is in sound and solvent condition, and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now, therefore, on behalf of the Department of Insurance of the Commonwealth of Kentucky, I do hereby authorize the said insurance company to transact the business of

Health, Property, Surety, Casualty (limited to vehicle, liability, workers' compensation & employer's liability, burglary & theft, personal property floater, glass, boiler & machinery, leakage & fire extinguishing equipment, credit, malpractice, elevator, congenital defects, livestock, entertainments, failure of certain institutions to record documents, automobile guaranty, miscellaneous), Marine & Transportation Insurance

in this Commonwealth for the period beginning on the date shown below and to continue in force as long as the insurer is entitled thereto.



H. Brian Maynard

Commissioner, Department of Insurance

This Certificate of Authority shall, at all times, be the property of the Commonwealth of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the insurer shall promptly deliver this Certificate to the Department of Insurance.

CERTIFICATE NO: 35-2293075

DATE: 08/11/2016

EFFECTIVE DATE: 08/11/2016



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **John R. Waite, Jr., William L. Rushton, Vincent Giorgio** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **TWENTY MILLION DOLLARS (\$20,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

<p>Endurance Assurance Corporation</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 24th day of March, 2022.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION
FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS

As of December 31, 2020

ASSETS:

Bonds	\$ 2,157,544,757
Stocks	\$ 1,621,290,435
Other Invested Assets	\$ 118,574,006
Cash and Cash Equivalents	\$ 345,153,160
Receivable for Securities	\$ 7,175,643
Total Cash and Invested Assets	\$ 4,249,738,000

Agents' Balances or Uncollected Premiums	\$ 721,677,754
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 61,486,657
Funds Held By or Deposited With Reinsurance Companies	\$ 10,857,763
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ -
Net Deferred Tax Assets	\$ 60,206,396
Receivables From Parent, Subsidiaries & Affiliates	\$ 5,938,967
Aggregate Write-Ins for Other Than Invested Assets	\$ 13,008,369
Investment Income Due and Accrued	\$ 12,757,244
Total Admitted Assets	\$ 5,135,671,150

LIABILITIES:

Losses	\$ 1,447,946,516
Loss Adjustment Expenses	\$ 143,637,396
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 45,439,533
Taxes Licenses and Fees	\$ 7,837,697
Current Federal & Foreign Income Taxes	\$ 9,117,279
Unearned Premiums	\$ 1,023,124,284
Ceded Reinsurance Premiums Payable	\$ 113,211,464
Commissions Payable, Contingent Commissions and Similar Items	\$ 9,769,054
Amounts Withheld or Retained by Company for Account of Others	\$ 128,135,326
Other Expenses Payable	\$ 34,798,384
Payable to Parents, Subsidiaries and Affiliates	\$ 58,648,996
Payable for Securities	\$ 8,613,627
Provision for Reinsurance	\$ 18,312,751
Other Liabilities	\$ 42,078,886
Total Liabilities	\$ 3,090,671,193

CAPITAL AND SURPLUS:

Special Surplus Funds - Retroactive Reinsurance Gain	\$ 1,328,606
Common Capital Stock	\$ 5,000,000
Gross Paid In and Contributed Surplus	\$ 2,159,282,258
Unassigned Funds (Surplus)	\$ (120,610,907)
Total Capital and Surplus	\$ 2,044,999,957

Total Liabilities and Capital and Surplus	\$ 5,135,671,150
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I, Entela Hana, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2020 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

Entela Hana

Entela Hana, Treasurer

Subscribed and sworn to before me this 3rd day

of March, 2021:

DocuSigned by:

Fiona McNamara

Notary Public & Seal

Notary Public, State of New York
 Qualified in Rockland County

No. 01MC5081895

My commission expires July 14, 2021

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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	N/A	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form 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)—all in accordance with the Bid Documents.

Respectfully submitted:

George E. Ley Co.
(Name of Contracting Firm)

BY: Brian Ley

TITLE: President.

DATE 3-24-2022

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</u>	<u>DBE</u> Work	% of <u>EACH MAJOR ITEM</u>
None		

LIST OF MATERIALS/ SUPPLIERS

Bidders are hereby advised that this list must be complete and submitted with the Bid.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Category	Manufacturer/Supplier	Date Quoted/Good Thru
Sprinkler/Controls	Toro/ Rainbird	
Swing Joints	Toro/ Rainbird	
Pipe	_NA - Under Previous Contract_	_NA_
Wire	Toro/ Rainbird	
Misc. Electrical	Toro/ Rainbird	
SS Sprinkler Saddles	Toro/ Rainbird	
HDPE Fittings	Toro/ Rainbird	
Butt Fusion	Toro/ Rainbird	
Electrofusion	Toro/ Rainbird	
Other	Toro/ Rainbird	
Poly Valves	Toro/ Rainbird	
CI Valves	Toro/ Rainbird	
Valves Boxes	Toro/ Rainbird	

**7. Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) 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) **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.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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 or Veteran-Owned subcontractors 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 and Veteran-Owned 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, managed and controlled 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



Bid/RFP/Quote Reference # 29-2022

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

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

George E. Ley Company

Company

3-24-2022

Date

Brian D. Ley

Company Representative

President

Title



Bid/RFP/Quote Reference # 29-2022

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

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

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

George E. Ley Company

Company

3-24-2022
Date

Brian D. Ley

Company Representative

President
Title



Bid/RFP/Quote Reference # 29-2022

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

Company Name George E. Ley Company	Contact Person Brian D. Ley
Address/Phone/Email 130 Devereux Rd, Glenmoore, PA 19343 484-883-2947 / bley@gelcogolf.com	Bid Package / Bid Date 29-2022 3-24-2022 14:00

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

(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.

George E. Ley Company
Company
3-24-2022
Date

Brian D. Ley
Company Representative
President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 29-2022

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

BL 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.

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

BL Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

BL 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.

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

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

BL 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

BL 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.

BL 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.

BL 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.

BL 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

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

BL 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.

George E. Ley Company

Company

3-24-2022

Date

Brian D. Ley

Company Representative

President

Title

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 X 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.

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the “Recipient”) hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”) and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In

following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

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

Bidders

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



Signature

George E. Ley Company

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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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*

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of George E. Ley Company

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: George E. Ley Company

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
Administrators	1	1														1	0
Professionals	2	1	1													1	1
Superintendents	5	4		1												5	0
Supervisors																0	0
Foremen	6	1		5												6	0
Technicians																0	0
Protective Service																0	0
Para-Professionals																0	0
Office/Clerical	4	2	2													2	2
Skilled Craft	34	1		33												34	0
Service/Maintenance	3		1	2												3	0
Total:																52	3

Prepared by: Brian Ley

(Name and Title)

Date: 3/24/2022

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)

Names Insured: George E. Ley Co. Employee ID: _____
 Address: 130 Devereux Rd, Glenmoore, PA 19343 Phone: 484-883-2947

Project to be insured: Lakeside Golf Course

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-2 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000 / 3,000,000	Selective Insurance Co		
SC-2 – see provisions	AUTO	\$1,000,000/per occ.	\$ 1,000,000	Selective Insurance Co		
SC-2 – see provisions	WC	Statutory w /endorsement as noted	\$ 1,000,000	AmTrust Insurance Co of KS		
SC-2 – see provisions	EXC	\$2,000,000 per occ.	\$ 10,000,000	AmTrust Insurance Co of KS		

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.

Univest Insurance LLC
 Cynthia L Stauffer

Agency or Brokerage
 521 West Main Street, PO Box 391
 Name of Authorized Representative
 Senior Account Manager

Street Address
 Lansdale PA 19446
 City State Zip
 267-646-0984
 Telephone Number
 Date

DocuSigned by:
 Cynthia Stauffer
 457F3053571F405...
 3/23/2022 | 15:55 EDT
 Authorized Signature

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.

14. DEBARRED FIRMS

PROJECT NAME: George E. Ley Company

BID NUMBER: 29-2022

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

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

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

The undersigned hereby certifies that the firm of George E Ley Company has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

George E. Ley Company
Name of Firm Submitting Bid


Signature of Authorized Official

President
Title

3-24-2022
Date

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: George E. Ley Company

Project: Lakeside Golf Course Irrigation (bid 29-2022)

Printed Name and Title of Authorized Representative: Brian Ley, President

Signature: 

Date: 3-24-2022

END OF SECTION