



ADDENDUM #1

Bid Number: #92-2019

Date: December 2, 2019

Subject: Cane Run Trunk and Lexmark Trunk Sewer

Address inquiries to:
Brian Marcum
859.258.3320

TO ALL PROSPECTIVE SUBMITTERS:

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

Please see the attached prebid sign in, meeting notes and questions and answers to date.

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: Logco Inc

ADDRESS: 1490 Sunshine Lane Lexington Ky 40505

SIGNATURE OF BIDDER: [Handwritten Signature]



MAYOR LINDA GORTON



LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

ADDENDUM No. 2

December 11, 2019

Bid Number: **#92-2019**

CLARIFICATIONS

References to the Tunneling Method Table are listed throughout the contract documents. Please note that the Guided Bore & Jack Method (GB&J), Specification Section 02446, will be the only acceptable tunneling method. The Tunneling Summary Table is as follows:

Line Segment	Allowable Tunnel Lining	Length feet +/-	Casing Pipe Size inches minimum	Carrier Pipe Size inches	Acceptable Pipe Material
P-01	Steel Casing Pipe	109	36	24	PVC, FRPM, DI, FCC Triple Wall PP
P-02	Steel Casing Pipe	106	36	24	PVC, FRPM, DI, FCC Triple Wall PP
P-03	Steel Casing Pipe	246	36	24	PVC, FRPM, DI, FCC Triple Wall PP
P-04	Steel Casing Pipe	79	18	8	PVC, FRPM, DI, FCC Triple Wall PP

SPECIFICATIONS

Specification Section 01025 Measurement and Payment has been revised in Part 2.09 defining Tunnel Line Segments – Guided Bore and Jack as a unit price lump sum item. Language was also included in Part 2.09 adding CSX flagging and construction monitoring fees.

Todd Slatin

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: *Lagco Inc.*

ADDRESS: *1490 Sunshine Lane Lexington, Ky 40505*

SIGNATURE OF BIDDER: *[Signature]*



LAGCO



EXCAVATION

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

FROM : Jarrod Conn
PROJECT : Cane Run Sewer
DATE : 12/19/2019

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: 2018
Design Engineer: Integrated Engineering
Contract Price: \$2,400,000.00

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

Project Owner: UK
Date Complete: 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, 4th floor
Lexington, KY 40507
(859)258-3410**

Project Owner: LFUCG

Design Engineer: Fred Eastridge

Date Complete: August 2015

Contract Price: \$820,911.00

Start Date: February 2014

Name: EKV Steam Line Phase III

Location: Richmond, KY

Prime: Lagco

Description: Installing new steam line and vaults

Reference / Contact Name: John Mason

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

Project Owner: Eastern Kentucky University

Design Engineer: Staggs & Fisher

Date Complete: November 2015

Contract Price: \$1,060,994.00

Start Date: November 2013

Name: Anniston Wickland Storm Sewer

Location: Lexington, KY

Prime: Lagco

Description: Installation of city storm sewer

Reference / Contact Name: Billy Warren with LFUCG

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

Project Owner: LFUCG

Design Engineer: Fred Eastridge

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

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

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

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

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

Start Date: May 2013

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

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

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

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

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

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

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

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

Start Date: March 2012
Name: Papacina Restaurant
Location: Lexington, KY
Prime: Greer Companies
Description: Grading & installing storm & sanitary
Reference / Contact Name: David Mitchell w/ Greer Companies
Reference Address / Phone: 3620 Walden Drive, Suite 200
Lexington, KY 40517
Project Owner: Part of Greer Companies
Design Engineer: CMW Inc.
Date Complete: Complete 2013
Contract Price: \$285,660.00

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

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

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

Start Date: December May 2010

Name: UK Steam Line

Location: Lexington

Prime: No

Description: Excavate & install new steam line

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

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

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

Start Date: February 2009

Name: Bluegrass Station Infrastructure

Location: Lexington Ky

Prime: Yes

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

Reference / Contact Name: Bluegrass Station - Paul Cable

Reference Address / Phone: 5751 Briar Hill Road
Lexington, KY 40516
(859) 293-3203

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

Contract Price: \$ 3,697,449.00

Start Date: 2010
Name: UK 4th & 5th floor steam line
Location: Lexington
Prime: No
Description: Excavation & installing Steam line
Reference / Contact Name: Rich Reidle
Reference Address / Phone: Peterson Service Building
Lexington, KY 40506
(859) 257-5911
Project Owner: University Of KY
Design Engineer: Staggs & Fisher Consulting Engineers - Dan Branscum
Date Complete: 2011

Start Date: 2010
Name: Madison Southern High School
Location: Richmond
Prime: Yes
Description: Grading, site storm & asphalt
Reference / Contact Name: Tony Thomas
Reference Address / Phone: Clotfelter-Samokar
PSC Architecture, Engineering
228 E. Reynolds Road, Suite One
Lexington, KY 40517
(859) 338-7485
Project Owner: Madison County Board Of EDU
Design Engineer: Clotfelter-Samokar
Date Complete: 2011
Contract Price: \$ 381,716.00

Start Date: 2010
Name: Aniston Wickland Storm Water
Location: Lexington
Prime: Yes
Description: Remediation sink holes, Grading & site storm

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

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

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

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

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

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

Start Date: 2007
Name: Keeneland Force Main
Location: Lexington
Prime: Yes
Description: Installing sanitary Force main
Reference / Contact Name: Keeneland, John Howard
Reference Address / Phone: 4201 Versailles Rd.
Lexington, KY 40510
(859)-288-4232
Project Owner: Keeneland
Design Engineer: GRW 801 Corporate Drive Lexington, KY 40503 (859)
2333-999
Date Complete: 2007
Contract Price: \$ 243,153.00

Other projects 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
	<u>2008</u>	
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
	<u>2009</u>	
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
	<u>2010 & 2011</u>	
UK fine Arts Building		\$ 59,000.00
Congleton Lumber Building		\$ 52,497.00
Tire Discounters		\$ 70,725.00
	<u>2012 & 2013</u>	
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

Schedule C – Personnel

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

1.21 BID BOND

BID BOND

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS, that we Lagco, Inc.

as principal (the "Principal") and Great American Insurance Company

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

as obligee (the "Obligee"), in the penal sum of Five Percent of Bid Sum (5% bid sum) dollars 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 Cane Run Trunk & LexMark Trunk A&B Sewer - Installation of New Sanitary Sewer - Project No. 92-2019

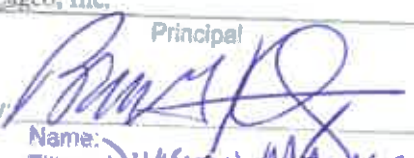
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within ninety (90) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum 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. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 19th day of December, 20 19.

WITNESS / ATTEST:


Principal (Secretary) Lagco, Inc.

By:  (seal)
Name: DIVISION MANAGER
Title: DIVISION MANAGER

Great American Insurance Company
Surety


Surety (Secretary)

By:  (seal)
Name: James H. Martin
Title: Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-380-5000 • 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
RAYMOND M. HUNDLEY	WILLIAM PRECIOUS	\$100,000,000
JAMES H. MARTIN	RYAN BRITT	
JASON D. CROMWELL		
	LOUISVILLE, KENTUCKY	

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 hereto affixed this 21ST day of JANUARY 2018



Atty L C. B.
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V Vicario
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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 03-15-2020

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 19th day of December, 2019.



Atty L C. B.
Assistant Secretary

SECTION 00410 - BID FORM

CANE RUN TRUNK AND LEXMARK TRUNK A & B SEWER IMPROVEMENTS

Division of Water Quality
Lexington-Fayette Urban County Government

LFUCG Bid No. 92-2019

1.01 GENERAL

Place: Lexington, Kentucky

Date: December 19, 2019

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 KY, doing business as a corporation -
"a corporation," "a partnership", or an "Individual" as applicable

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

The Bidder, in compliance with your Advertisement for Bids for the Cane Run Trunk and Lexmark Trunk A & B Sewer Improvements; 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 548 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 12-2-19; Addendum No. ____ Date ____
Addendum No. 2 Date 12-11-19; 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 Lagco Inc.

Date 12-19-19

*A. A corporation duly organized and doing business under the laws of the State of Ky, for whom Randy Greene, bearing the official title of President, whose signature is affixed to this Bid 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 - _____, 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.

J.R. Greene
Affiant Signature

STATE OF KY
COUNTY OF State at Large

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

J R Greene on this the 18th day of December, 2019

My Commission expires: 8/26/22

John Nichols 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.

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 Owner's decision on the bid amount is final.

BID SCHEDULE

Item	Description	Qty	Unit	Unit Price	Item Price
1	Mobilization	1	LS	9,200.00	9,200.00
2	Bonds and Insurance	1	LS	64,603.00	64,603.00
3	General Requirements	1	LS	88,706.00	88,706.00
4	Demobilization	1	LS	1,500.00	1,500.00
5	Erosion and Sediment Control and Conformance with SWPPP	1	LS	32,557.00	32,557.00
6A	8-Inch Gravity Sewer Pipe, 6.1' to 10.0' depth	113	LF	88.00	9,944.00
6B	12-Inch Gravity Sewer Pipe, 6.1' to 10.0' depth	12	LF	94.00	1,128.00
6C	18-Inch Gravity Sewer Pipe, 6.1' to 10.0' depth	592	LF	110.00	65,120.00
6D	18-Inch Gravity Sewer Pipe, 10.1' to 20.0' depth	216	LF	313.00	67,608.00
7	Pipe Bursting - 15" to 18" Sewer Pipe	1119	LF	252.00	281,988.00
8	Pipe Bursting Launching & Receiving Pits	1	LS	107,108.00	107,108.00

9A	24-Inch Gravity Sewer Pipe, 6.1' to 10.0' depth	1,807	LF	160.00	289,120.00
9B	24-Inch Gravity Sewer Pipe, 10.1' to 20.0' depth	1,197	LF	327.00	391,419.00
9C	27-Inch Gravity Sewer Pipe, 6.1' to 10.0' depth	316	LF	167.00	52,772.00
9D	30-Inch Gravity Sewer Pipe, 6.1' to 10.0' depth	22	LF	178.00	3916.00
9E	36-Inch Gravity Sewer Pipe, 6.1' to 10.0' depth	1,350	LF	178.00	240,300.00
9F	36-Inch Gravity Sewer Pipe, 10.1' to 20.0' depth	363	LF	252.00	91,476.00
10A	<p>Tunnel Line Segment P-01, Beneath Paved Trail ACP Fire Main near downstream Station 9+20, 109± LF of 36-inch minimum casing size with a 24-inch carrier pipe. See Tunneling Method Table in the Project Specific Notes for additional information.</p> <p>Tunneling Method (Circle One)</p> <ul style="list-style-type: none"> • Micro tunneling Boring Machine (MTBM) • Tunnel Boring Machine (TBM) • Pipe Jacking with Shield (PJ/S) • Utility Hand Tunneling (UHT) • Guided Bore and Jack (GB&J) 	1	LS	120,321.00	120,321.00
10B	<p>Tunnel Line Segment P-02, Lexmark Pavilion Utility Bridge Crossing near downstream Station 16+70, 106± LF of 36-inch minimum casing size with a 24-inch carrier pipe. See Tunneling Method Table in the Project Specific Notes for additional information.</p> <p>Tunneling Method (Circle One)</p> <ul style="list-style-type: none"> • Micro tunneling Boring Machine (MTBM) • Tunnel Boring Machine (TBM) • Pipe Jacking with Shield (PJ/S) • Utility Hand Tunneling (UHT) • Guided Bore and Jack (GB&J) 	1	LS	128,598.00	128,598.00
10C	<p>Tunnel Line Segment P-03, CSX Railroad & Private Railroad Spur Crossings near downstream Station 31+80, 246± LF of 36-inch minimum casing size with a 24-inch carrier pipe. See Tunneling Method Table in the Project Specific Notes for additional information.</p> <p>Tunneling Method (Circle One)</p> <ul style="list-style-type: none"> • Micro tunneling Boring Machine (MTBM) • Tunnel Boring Machine (TBM) • Pipe Jacking with Shield (PJ/S) • Utility Hand Tunneling (UHT) • Guided Bore and Jack (GB&J) 	1	LS	298,969.00	298,969.00

10D	Tunnel Line Segment P-04, Private Railroad Spur Crossings near Line G downstream Station 0+50, 79± LF of 16-inch minimum casing size with a 8-inch carrier pipe. See Tunneling Method Table In the Project Specific Notes for additional information. Tunneling Method (Circle One) • Micro tunneling Boring Machine (MTBM) • Tunnel Boring Machine (TBM) • Pipe Jacking with Shield (PJ/S) • Utility Hand Tunneling (UHT) • Guided Bore and Jack (GB&J)	1	LS	44,400.00	44,400.00
11A	Standard Manhole, 4-foot diameter (depth 6.1 to 10.0 ft) with anti-flotation collar	8	EA	5,316.00	42,928.00
11B	Standard Manhole, 4-foot diameter (depth 10.1 to 20.0 ft) with anti-flotation collar	19	EA	8,175.00	155,325.00
11C	Standard Manhole, 5-foot diameter (depth 6.1 to 10.0 ft) with anti-flotation collar	1	EA	5,354.00	5,354.00
11D	Standard Manhole, 6-foot diameter (depth 6.1 to 10.0 ft) with anti-flotation collar	8	EA	7,621.00	60,968.00
11E	Standard Manhole, 6-foot diameter (depth 10.1 to 20.0 ft) with anti-flotation collar	2	EA	11,478.00	22,956.00
12	Internal Drop Manhole, 4-foot diameter (depth 10.1 to 20.0 ft) with anti-flotation collar	1	EA	9,979.00	9,979.00
13	Internal Drop Manhole, 6-foot diameter (depth 6.1 to 10.0 ft) with anti-flotation collar	1	EA	11,312.00	11,312.00
14	Internal Drop Manhole, 6-foot diameter (depth 10.1 to 20.0 ft) with anti-flotation collar	3	EA	22,272.00	66,816.00
15	Internal Drop Manhole, 8-foot diameter (depth 10.1 to 20.0 ft) with anti-flotation collar	1	EA	30,742.00	30,742.00
16	Manhole Diaphragm & Watertight Cover	29	EA	520.00	15,080.00
17	8-Inch PVC Sanitary Stub for Future Connection	6	EA	355.00	2,130.00
18	27-Inch PVC Sanitary Stub for Future Connection	2	EA	1,671.00	3,342.00
19A	Connect Existing MH 1 (Lexmark A) with 24-inch Pipe	1	EA	2,207.00	2,207.00
19B	Connect Existing MH 12 (Cane Run) with 36-inch Pipe	1	EA	2,695.00	2,695.00
20A	Reconnect Existing 4-inch Lateral to New Sewer Pipe	1	EA	1,459.00	1,459.00
20B	Reconnect Existing 4-inch Lateral to New Manhole	3	EA	1,122.00	3,366.00
20C	Reconnect Existing 6-inch Gravity Sewer to New Manhole	4	EA	547.00	2,188.00
20D	Reconnect Existing 8-inch Gravity Sewer to New Manhole	2	EA	554.00	1,108.00

20E	Reconnect Existing 10-inch Gravity Sewer to New Manhole	1	EA	692.00	692.00
20F	Reconnect Existing 12-inch Gravity Sewer to New Manhole	1	EA	704.00	704.00
20G	Reconnect Existing 15-inch Gravity Sewer to New Manhole	2	EA	858.00	1,716.00
20H	Reconnect Existing 18-inch Gravity Sewer to New Manhole	1	EA	1,052.00	1,052.00
20I	Reconnect Existing 27-inch Gravity Sewer to New Manhole	2	EA	1,301.00	2,602.00
21A	Cut and Cap Existing 4-inch Sewer	1	EA	145.00	145.00
21B	Cut and Cap Existing 15-inch Sewer	11	EA	503.00	5,533.00
21C	Cut and Cap Existing 18-inch Sewer	4	EA	590.00	2,360.00
21D	Cut and Cap Existing 24-inch Sewer	1	EA	1,070.00	1,070.00
21E	Cut and Cap Existing 27-inch Sewer	2	EA	1,378.00	2,756.00
22	4" x 18" PVC Tees	1	EA	1,171.00	1,171.00
23	Partially Fill and Demolish Existing Manhole	11	EA	1,417.00	15,587.00
24	Remove Existing Manhole	1	EA	1,035.00	1,035.00
25	Pipe Abandonment & Safe load, 24-inch pipe (Beneath CSX Railroad Right-of-way)	100	LF	63.00	6,300.00
26	Video inspection of new sewer pipe	7,647	LF	4.00	30,588.00
27A	Creek Crossing & Bank/Stream Restoration – STA 106+78	1	LS	19,747.00	19,747.00
27B	Creek Crossing & Bank/Stream Restoration – STA 111+46	1	LS	21,340.00	21,340.00
28	Full-Depth Heavy Duty Pavement Replacement	374	SY	84.00	31,416.00
29	Full Depth Light Duty Pavement Replacement	456	SY	62.00	28,272.00
30	4-1/2 -inch Depth Concrete Walkway with Reinforcement - Public Street	62	SY	143.00	8,866.00
31	6-inch Depth Concrete Driveway Entrance Apron with reinforcement	24	SY	248.00	5,952.00
32	ADA Tactile Warning Tile - Installation Only - Pavers provided by Owner	8	SF	72.50	580.00
33	Guardrail Replacement	184	LF	115.00	21,160.00

34	Header Curb Replacement	162	LF	55.00	8,910.00
35	Roadway Striping	100	LF	9.00	900.00
36	Stream Bank Restoration (Between MH21 and MH23)	530	LF	33.00	17,490.00
37	Maintenance of Traffic	1	LS	36,984.00	36,984.00
38	Utility Coordination (Includes Private Utility Marking)	1	LS	6,325.00	6,325.00
39	Bypass Pumping	1	LS	625,142.00	625,142.00
40	Seeding, Temporary, Extra as directed by Engineer	20,000	SY	1.50	14,000.00
41A	Site Restoration, Method A, Extra as directed by Engineer	100	SY	7.00	700.00
41B	Site Restoration, Method B	29,433	SY	1.50	14,716.50
41C	Site Restoration, Method C, Extra as directed by Engineer	100	SY	2.50	250.00
42	Dense Graded Aggregate - DGA, Extra as directed by Engineer	100	Ton	25.00	2,500.00
43	No. 9 Crushed Stone, Extra as directed by Engineer	100	Ton	25.00	2,500.00
44	No. 57 Crushed Stone, Extra as directed by Engineer	100	Ton	25.00	2,500.00
45	No. 2 Crushed Stone, Extra as directed by Engineer	100	Ton	25.00	2,500.00
46	Flowable (Controlled Density) Fill, Extra as directed by Engineer	100	CY	201.00	20,100.00
47	PVC (SDR 35) Sewer Lateral, Extra as directed by Engineer	10	LF	79.25	792.50
48	Install Cleanout, Extra as directed by Engineer	10	EA	558.00	5,580.00
49	Tee Fittings for Lateral Sewer Connection (Non-Ductile Iron), Extra as directed by Engineer	10	EA	1,562.00	15,620.00
50	Combo Vacuum/Hydraulic Jet/Hydro Excavator, extra as directed by Engineer	10	HR	450.00	4,500.00
51	Backhoe/Extend-a-hoe, Extra as directed by Engineer	10	HR	250.00	2,500.00
52	Hoe Ram, Extra as directed by Engineer	10	HR	250.00	2,500.00
53	Dump Truck, Extra as directed by Engineer	10	HR	100.00	1,000.00
54A	Track Hoe (CAT 311 or equivalent, and larger, Extra as directed by Engineer	10	HR	350.00	3,500.00

54B	Track Hoe (less than CAT 311 or equivalent), Extra as directed by Engineer	10	HR	125.00	1,250.00
55	Bulldozer, Extra as directed by Engineer	10	HR	250.00	2,500.00
56	Skid-Steer Loader, Extra as directed by Engineer	10	HR	80.00	800.00
57	Roller/Compactor, Extra as directed by Engineer	10	HR	80.00	800.00
58	Laborer, Extra as directed by Engineer	10	HR	55.00	550.00
59	Foreman, Extra as directed by Engineer	10	HR	75.00	750.00
60	Superintendent, Extra as directed by Engineer	10	HR	90.00	900.00
61	Carpenter, Extra as directed by Engineer	10	HR	75.00	750.00
62	Allowance: Miscellaneous Site Improvements	1	LS	215,000	215,000.00
63	Allowance: Guy Wire Relocations	1	LS	25,000	25,000.00
TOTAL BID (Items 1 thru 63)				4,077,162.00	

TOTAL BID AMOUNT:

Four Million Seventy Seven Thousand One Hundred
Sixty Two Dollars (\$ 4,077,162.00)

Respectfully Submitted,

FIRM: Lagco Inc.
ADDRESS: 1490 Sunshine Lane
CITY/STATE/ZIP: Lexington, Ky 40505
DATE: 12-19-19
BY: J. D. Moore
(must be original signature)
TITLE: President
PHONE: 859-293-7473 FAX: 859-293-7471
(area code, number & extension)
EMAIL ADDRESS: jarrod@lagco.com

OFFICIAL ADDRESS AND PHONE:

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: Legco Inc.
- B. Permanent Place of Business: 1990 Sunshine Lane Lexington Ky 40505
- C. When Organized: 1-1-1980
- D. Where Incorporated: Lex Ky
- 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 H. 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>See Attached</u>		

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

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

(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)

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.

BRANCH OF WORK** (List each major item)	SUBCONTRACTOR	MWDBE (yes/no)	% of WORK
1. <u>Bore & Jack</u>	Name: <u>Down To Earth, Inc.</u>	<u>NO</u>	<u>1076 est.</u>
	Address: <u>2580 Heaton Ford Rd</u> <u>Science Hill, Ky 42553</u>		
2. <u>Asphalt</u>	Name: <u>Randle Dades</u>	<u>NO</u>	<u>1007 est.</u>
	Address: <u>1 Mill Creek Park</u> <u>Frankfort Ky 40601</u>		
3. <u>Layout</u>	Name: <u>Endris Engineering</u>	<u>NO</u>	<u>1005 est.</u>
	Address: <u>771 Enterprise Drive</u> <u>Lexington Ky 40510</u>		
4. <u>Seed & Straw</u>	Name: <u>Cedar Valley Seeding</u>	<u>WBE</u>	<u>1005 est.</u>
	Address: <u>851 Redman Road</u> <u>Paris, Ky 40361</u>		
5. <u>Pipe Bursting</u>	Name: <u>Portland Utilities Const.</u>	<u>NO</u>	<u>108 est.</u>
	Address: <u>117 Demase Street</u> <u>Portland TN 37148</u>		
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.

Company Lagco Inc.

Date 12-19-19

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.

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

J.N. Heer

Name of Business

Logco Inc.

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. 92-2019



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
Cedar Valley Seeding- 851 Redmond Rd- Paris Ky 40361 859-987-1497	Seeding	est 20,000-	1.005 est.

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.

Lagoo Inc.
Company

A.P. Moore
Company Representative

12-19-19
Date

President
Title

1.11 LFUCG MWDBE SUBSTITUTION FORM

LFUCG Bid/RFP/Quote Reference No. 92-2019



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
<i>none yet</i>					

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.

Lagoo Inc.
Company

A.J. Hae
Company Representative

12-19-19
Date

President
Title

1.12 MWDBE QUOTE SUMMARY FORM

LFUCG Bid/RFP/Quote Reference No. 92-2019-



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>Lagco Inc.</u>	Contact Person <u>Jarrod Conroy</u>
Address/Phone/Email <u>1490 Sunshine Lane</u> <u>Lexington, Ky 40505</u> <u>Jarrod@lagco.com</u>	Bid Package / Bid Date <u>12-19-19</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event, etc)	Total dollars (\$) Do Not Leave Blank (Attach Documentation)	DBE * AA HA AS NA Female	Veteran
<u>Oscar Valley Seed</u> <u>851 Redmire Rd</u> <u>Paris, Ky 40361</u>	<u>SUSAN</u>	<u>859-987-1497</u>	<u>12-9-19</u>	<u>Seeding</u>	<u>email / phone</u>	<u>20,000 est.</u>	<u>Fem.</u>	<u>NO</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.

Lagco Inc.
Company

J.P. Meese
Company Representative

12-19-19
Date

President
Title

1.13 LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

LFUCG Bid/RFP/Quote No. 92-2019-



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 4,077,162.00-

Project Name/ Contract # <u>92-2019-</u>	Work Period/ From: 12-19-19 To: <u>Year and Half -</u>
Company Name: <u>Lagco Inc.</u>	Address: <u>1490 Sunshine Lane Lexington KY 40505</u>
Federal Tax ID: <u>610964578</u>	Contact Person: <u>Jarrod Conn</u>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
<u>None -</u>							

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

Lagco Inc.
Company

J. R. Heave
Company Representative

12-19-19
Date

President
Title

1.14 LFUCG STATEMENT OF GOOD FAITH EFFORTS

LFUCG Bid/RFP/Quote No. 92-2019-



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.

Layco Inc.
Company

J.P. Reese
Company Representative

12-19-19-
Date

President
Title

1.15 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of _____

Legco 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.

1.16 WORKFORCE ANALYSIS FORM

Name of Organization: Logan Inc

Categories	Total		White (not Hispanic or Latino)		Hispanic or Latino		Black or African-American (not Hispanic or Latino)		Native Hawaiian and other Pacific Islander (not Hispanic or Latino)		Asian (not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (not Hispanic or Latino)		Total		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators	7																		
Professionals																			
Superintendents	1	1																	
Supervisors																			
Foremen																			
Technicians																			
Protective Service																			
Para-Professionals																			
Office/Clerical	3	2		1															
Skilled Craft	45	44		1															
Service/Maintenance																			
Total	56	53		2															

Prepared By: [Signature]
Date: 2.19.19

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: Laeco, Inc. Employee ID: 61-0964578
 Address: 1490 Sunshine Lane, Lexington, KY 40505 Phone: 859.293.7473
 Project to be insured: Cane Run 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	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000/ 2,000,000	Selective Ins Co	003926	A
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$1,000,000/per occ.	\$ 1,000,000	Selective Ins Co	003926	A
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/ endorsement as noted	\$ 4,000,000	Ky AGC/SIF	055002	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: McGriff Insurance Services Name of Authorized Representative: H. E. "Moe" Dugger, AAL
200 West Vine Street, Ste 300 Title: Vice President
 Street Address: Lexington City: KY State: 40507 Zip
 City: 859.422.3880 Telephone Number
 Date: 12-19-19

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: Cane Run Trunk and Lexmark Trunk A & B Sewer Improvements

LFUCG BID NO.: 92-2019

**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. R. Hester
Signature of Authorized Official

President
Title

12-19-19.
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:

Lagco Inc.

Project:

Cane Run Sewer

Printed Name:

Randy Aneene

Title of Authorized Representative:

Presidents.

Signature:

J. R. Aneene

Date:

12-19-19-

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

J. D. Moore
Signature of Authorized Representative

12-19-19
Date

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