

# Lexington-Fayette Urban County Government Lexington, Kentucky Horse Capital of the World

Division of Central Purchasing	
Division of Central Purchasing	Date of Issue: December 2, 2019
	Date of Issue. December 2, 2019

I	NOITATION	TO BID #132-2019 Mowing for Parks and Re	ecreation
Bld Opening Date: Address:	December 20.	2010	Time: 2:00 PM
Type of Bid:	Price Contract		
Pre Bid Meeting: Address:	N/A N/A	Pre Bld Time	: N/A
Sealed blds will be rec prevailing local time or	ceived in the office of <u>12/20/2019</u> .	e of the Division of Central Purchasing, 200 East Main Street, Lexin Bids must be <u>received</u> by the above-mentioned date and time. Mails <b>Division of Central Purchasing</b> 200 East Main Street, Room 338 Lexington, KY 40507, (859) 258-3320	gton, Kentucky, until <b>2:00 PM</b> ed blds should be sent to:
must be signed and ha	we the company n	covernment assumes no responsibility for bids that are not address the Division of Central Purchasing by the stated time and ame and address, bid invitation number, and the name of the bid or and associated fees to the point of delivery located at: Various Loc	<b>date will be rejected.</b> All bld the outside of the envelope
	cations Met	Check One:  Exceptions to Bid Specifications. Exceptions shall be Itemized attached to bid proposal	Proposed Delivery:days after acceptance of bld.
Procurement Card and services and also	<b>Usage</b> —The Lexi to make payment	ngton-Fayette Urban County Government may be using Procurement  S. Will you accept Procurement Cards? Yes	: Cards to purchase goods
S	Submitted by:	Firm Name	soping LLC
		Address  Relied Ky 40475  City, State & Zip	
Bid must i (original sign		ore of Authorized Company Representative - Title	
		Representative's Name (Typed or printed) 918-798-4606	ha llnet
		Area Code - Phone - Extension Fax #  5 Schellar Cyahod . com  E-Mall Address	

	AFFIDAVIT
pei	Comes the Affiant, Tames B Scholl Fand after being first duly sworn under penalty of rjury as follows:
1.	His/her name is James Biyer Schulled and he/she is the Individual submitting the bid or is the
	authorized representative of Schallar Luna Care & Lundscaping LLG
	authorized representative of Schaller Laws Care & Laws LLC 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 definquent or that a business license has not been obtained.
	Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6.	Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
	Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
	Further, Affiant sayeth naught
STA	TE OF Kentucky
COU	RHODIE ORGELLA Notary Public Kentucky - State at Large My Commission Expires Jul 13, 2022
	The foregoing instrument was subscribed, sworn to and acknowledged before me  Sames 13 Schallner on this the 20 day  December, 2019
	My Commission expires:  NOTARY PUBLIC STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

#### I. GREEN PROCUREMENT

#### A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to <a href="https://www.Energystar.gov">www.Energystar.gov</a>). If these products are available, but not submitted in your pricing, your bid will be rejected as <a href="https://www.energystar.gov">non-compliant</a>.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy Reduced energy costs without compromising quality or performance Reduced air pollution because fewer fossil fuels are burned Significant return on investment Extended product life and decreased maintenance

#### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to <a href="www.Greenseal.org">www.Greenseal.org</a> to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide Information on the Green Seal products being used with your bid response.

#### C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes	 No

#### II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject <u>any</u> and <u>all</u> bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will
  not be considered.
- J. All bids mailed must be marked on the face of the envelope:

### "Bid on #132-2019 Mowing for Parks and Recreation"

and addressed to:

Division of Central Purchasing 200 East Main Street, Room 338 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond In the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of fallure to perform within the time period set forth in this bld, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bld has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of blds received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bld is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. 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.
- T. 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 compiles 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.

It is recommended that all of the provisions above quoted to be included as <u>special conditions</u> in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's fallure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bld process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process Irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal,

to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

#### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for <u>1</u> year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional three (3) <u>1</u> year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (Space Checked Applies)
  - () 1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- (XXX) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All Invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

#### **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 sub-contractor 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 disability.
- 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 contractors 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**

Signature

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Name of Business DBA Legucy Lown

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#### **GENERAL PROVISIONS OF BID CONTRACT**

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

- Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
- Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- 4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- 6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- 8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or darification of the document if allowable by the LFUCG.
- Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
- 12. Cancellation: LFUCG may unilaterally terminate the bld contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to

termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No fallure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a walver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
- Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
- 17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Price Discrepancy: When applicable, 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.
- 19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
- 20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
- 21. If any term or provision of this bid contract shall be found to be filegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

/2-/8-/1 Date

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#### **WORKFORCE ANALYSIS FORM**

Name of Organization: Scholler Low Law & Lundscoping 666

Categories	Total	His	/hite Not spani c or tino)	C	pani or tino	Afri Ame (N	ck or can- erican Not panic atino	Have a Of Pa Isla (N	tive valian nd ther cific nder lot banic atino	(N His	ian lot cani or ino	indi Ala: Na (r Hisp	erican an or skan dive not panic atino	more (I Hispa	vo or e races Not anic or tino	Te	otel
	-	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1															1	
Professionals	LT.		1														7
Superintendents																	-
Supervisors	2	2														2	
Foremen	2	2														2	
Technicians	11	10	1													10	1
Protective Service	'															, 0	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenanc																	
Total:	17	15	2													15	2

	(Name and	Title)			Revised 2015-Dec-	42
Prepared by:	Lange	8	Schaller	Owner	Date: /2 // 9 / /9	

#### DIRECTOR, DIVISION OF CENTRAL PURCHASING LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN STREET LEXINGTON, KENTUCKY 40507

# NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street – Room 338 Lexington, Kentucky 40507 smiller@lexingtonky.gov

#### 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.
- 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

- 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 being at least 51% owned, managed and controlled by one or more women.

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

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

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

# E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
    - b. Included documentation of advertising in the above publications with the bidders good

faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- 1. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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



### MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov

859-258-3323

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <a href="https://lexingtonky.diversitycompliance.com/">https://lexingtonky.diversitycompliance.com/</a>

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn,rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcom	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orywbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



1 3



MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total
1.				
2.				
3.				
·.				
ne undersigned company represent ntained in this Bid/RFP/Quote. A bject to applicable Federal and Stat	1117 misrepreser	Mation may result in the termin	ation of the souther	aplishing the work



# LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference #

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

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

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.

Company	Company Representative	
Date	Title	45
NA STA	12-19-19	



# MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference #\_\_\_\_

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form di	: 4
when to greate to most in the total of the state of the sound of the s	u
ubmit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.	
- 1 The bid.	

Company Name				Contact Pe	rson			
Address/Phone	/Email			Bid Packag	ge / Bid Date			
MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Vetera
The undersigne	ed acknowled	dges that all inf	ormation is	occurate Any	American/AS = A misrepresentation eming false statem			
Company					Common	Representative		

Page 22 of 25

12-19-19

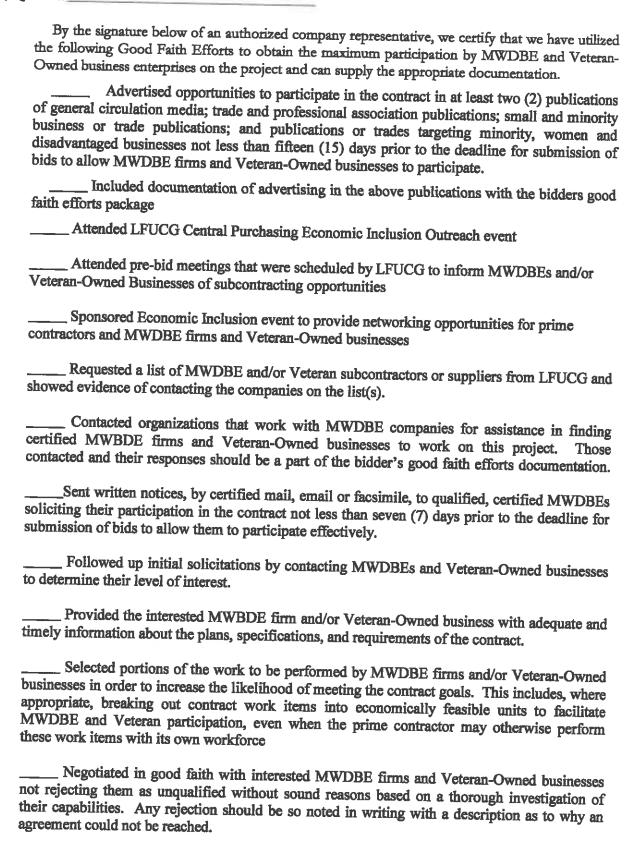


# LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Project Name/	Contract #			Work Period/	From:		To:
Company Nam	 e:			Address:			
Federal Tax ID:				Contact Person	a:		
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	d this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
by the signature be f the representate ad/or prosecution	TOTA SCI TOTAL D	CION IN ILIG. 1	anv miste	Dresentations m	ar eografe in the t		, and that ead f the contra
ompany			- 12	Comp	any Representa	tive	

Page 23 of 25



	Veteran-Owned businesses which were not used due to uncompounacceptable and/or copies of responses from firms indicating that a bid.	titive pricing or were rejected as
	Bidder has to submit sound reasons why the quotations. The fact that the bidder has the ability and/or desire to perform forces will not be considered a sound reason for rejecting a N business's quote. Nothing in this provision shall be construed unreasonable quotes in order to satisfy MWDBE and Veteran gos	the contract work with its own  WDBE and/or Veteran-Owned  to require the hidden to recover
	Made an effort to offer assistance to or refer interested.  Owned businesses to obtain the necessary equipment, supplied bonding to satisfy the work requirements of the bid proposal.	d MWDBE firms and Veteran- es, materials, insurance and/or
	Made efforts to expand the search for MWBE firms a beyond the usual geographic boundaries.	and Veteran-Owned businesses
	Otherany other evidence that the bidder submits which made reasonable good faith efforts to include MWDBE and Vete	may show that the bidder has ran participation.
	NOTE: Failure to submit any of the documentation requested rejection of bid. Bidders may include any other documents requirement which is subject to approval by the MBE Liaison. Efforts must be submitted with the Bid, if the participation Goal is	ation deemed relevant to this
The undersig	rsigned acknowledges that all information is accurate. Any misrepresentate attract and/or be subject to applicable Federal and State laws concerning fa	ions may result in termination lse statements and claims.
Company	y Company Repres	entative
Date	NA SSS	12-19-19



12-19-19

To Whom It May Concern,

Below is the information requested for Bid #132-2019 Mowing for Parks and Recreation. Please feel free to contact me if additional information is required.

- 1.4 Schallner lawn Care and Landscaping LLC is a locally owned small business based out of Richmond KY. We have been in business since January 4<sup>th</sup> 2017. The services we currently provide are weekly mowing, landscaping, hardscaping, chemical applications, tree trimming/removal, Holiday lights and snow removal. We primarily employ individuals that are in substance abuse recovery programs. We hire, on average, 10+ part time and seasonal employees annually. We maintain 5 part time and fulltime employees. Our owner, J Bryan Schallner, is a recently retired Firefighter with the City of Winchester.
- 7.1 See attached bid sheet
- 7.2 See attached customer list with customer name, phone number and years of service
- 7.3 See attached resume for J Bryan Schallner Owner
- 7.4 Please see attached equipment listing including mower make/model including unit acres per hour capability and number of string trimmers including make and model.

Thank you for your consideration.

Sincerely

Bryan Schallner

**Owner** 

918-798-4606

### Schallner Lawn Care and Landscaping LLC

104 Gleneagles Blvd Richmond, KY 40475 US schallnerlawncare@yahoo.com



# **Estimate**

#### **ADDRESS**

Lexington Fayette Urban County Government 200 East Main St Room 338 Lexington, KY 40507 **ESTIMATE #** 1783 **DATE** 12/18/2019

ACTIVITY		QTY	RATE	AMOUNT
Concierge Lawn Service: 2020-2021 Bid  We are a locally owned company based out of Riccurrently offer are mowing, landscaping, hardscapilights and snow removal. We have been in business employe individuals that are in substance abuse rea Bryan Schallner, is a retired Firefighter with the Ci	ing, chemical applications, Holiday s since January 2017. We primarily covery programs. Our owner, J	1	0.00	0.00T
	SUBTOTAL			0.00
	TAX (6%)			0.00
	TOTAL			\$0.00

Accepted By

Accepted Date

Customon	0	Street		Sta	-			Years of
Customer	Company		City		Zlp	Phone	Emall	Service
		605						
		Sawgrass Ct (Work for						
	Keys	324						
	Investments					(950) 207	lance a description of	
Adam Keys	LLC	Trail)	Richmond	KY	40475	(859) 327- 9842	keysadam@gmail.co	
		2881 Burnt	radifiziona	KI	40475		m	3
Arianna Paterson		Mill Rd	Lexington	KY	40511	(859) 608- 5802	lady_spider@hotmail	
		321	Lexington	KI	70071	5602	com	3
		inverness				/9E0\ 048	LINE - 200 - 1- 2 2	
Bill Hafley		Trail	Richmond	Ку	40475	(859) 248- 8382	billhaf@mindspring.c	
			1 (IOIIIIIOII)	ıvy	70773	0302	om	1
		212				(549) 409	hilledule au Court and a second	
Bili Stuker		Avawam Dr	Richmond	ΚY	40475	(513) 403- 0074	billstuker@yahoo.co	•
			1 (1011110) [2	141	40475	0074	m	2
Bluegrass Girls		Cardinal				(859) 608-	Treesures @hl	
Fastpitch Softball		Run Fleids	Lexington	KY		6231	Treasurer@bluegrass girlsfastpitch.com	
•		218 Dudley		•••		(859) 229-	brads1980@gmail.co	1
Brad Schwartz		Court	Richmond	KY	40475	2915	m prads i aoo@gmaii.co	3
				•••	10-17-0	2010	""	3
		2432 San				(859) 983-	bhaake1@yahoo.co	
Brandon Haake		Milano Place	Lexinaton	Ky	40509	7455	m	3
		171		,	10000	1400	EFF .	3
		Gleneagles				(859) 983-	Bhubbconstruct@gm	
Bryan Hubbard		Blvd	Richmond	KY	40475	8251	ail.com	2
•		280		• • • • • • • • • • • • • • • • • • • •	40-770	0257	an.com	3
		Inverness				+1 (606)	action@lows-to	
Catina Baker		Trail	Richmind	KY	40475	233-7900	catina@lexmotorspor ts.com	3
		Hidden Hills		•••	10110	(606) 571-	chaseoliver2@gmail.	3
Chase Oliver		lane	Richmoned	KY	40475	1022	cnaseoliverz@gmail.	3
						1022	VOIII	3
		Boones						
		Trace						
		National				(859) 509-	kellyrutherford@btng	
Chris Rutherford		Golf Course	Richmond	KY	40475	5710	c.com	2
						0,10	0.00111	2
							lori murru Accessor	
rossroads		124 South				(513) 731-	lori.murray@crossroa ds.net,accountspaya	
Church		Keenland Dr	Richmond	Ку	40475	7400	ble@crossroads.net	2
		2909		•		(859) 608-	Dgreen2645@yahoo.	_
an Greenberg		Trailside Dr.	Lexington	Ky	40511	6231		2
		160	-	•			30111	-
		Gleneagles				+1 (859)	dweberjr@roadrunner	
an Weber		Blvd	Richmond	Ky	40475	806-5686		1
		904					.00111	
		Westchester				(216) 410-	dave.lehman@live.co	
ave Lehman		Way	Richmond	KY	40475	8420		3
		336		-				•
		Prestwick				(401) 580-		
rew Dilts		Circle	Richmond	KY	40475	9790	ddilts99@gmail.com	3
		230	-	-				•
		Inverness				(859) 421-	eric.cremeens@gmail	
ric Cremeens		Trail	Richmond	KY	40475	2498		3
		215					100111	•
		Inverness				+1 (859)		
rica Marler			Richmond	KY	40475	421-2558	ericam557@aol.com	1
					.3-11-0	-FE 1-E000	en regulation (Manifold)	,

Father Jim Sichko	201 Quail West 816	Richmond	KY	40475	859-338- 5467	jlsich@aol.com	3
George Balley	Muirfield Trail	Richmond	KY	40475	+1 (859) 779-4780	Gbailey664@hotmai com	l. 2
JD Blackburn	2500 Milsom Lane	Lexington	KY	40511	(859) 806- 3721	ktblackburn@live.co m	3
Jim Gray	596 Avawam Dr Inverness	Richmond	KY	40475	+1 (502) 507-3462	Melanie.gray@eku.e	3
Justin Strange	Trail	Richmond	KY	40475	+1 (502) 370-7082	justin.strange@toyot. .com	a 3
Kevin Toler	614 Sawgrass Ct 324 Inverness Lane	Richmond	KY	40475	+1 (304) 767-5055	Kevintoler997@yaho o.com	2
Keys investment	(address of work completed)	Richmond	KY	40475	(859) 327- 9842	keysadam@gmail.co m	3
Lori Murray	2005 Hidden Hills	Richmond	KY	40475	(513) 403- 2324	lorismurray@gmail.α m	3
Lynn Buckles	630 Dove Lane 136	Richmond	KY	40475	(859) 327- 5520	Lynn.buckles@crossi oads.net	1
Mike McGinn Boones	Gleneagles Blvd	Richmond	KY	40475	(614) 778- 8313	mikemoginn1000@g mail.com	3
Trace POA Mindy Tiger LLC	304 Avawam Dr 805	Richmond	Ку	40475	+1 (812) 201-8816	mindy.tiger.1@gmall.	2
Paul Schulz	Brighton Ct 202	Richmond	Ку	40475	+1 (859) 552-5843	sammaeschulz@yah oo.com	2
Paula Knue RRTOA River	Crimson Dr	Richmond	KY	40475	(757) 604- 5196	pknue07@aol.com	1
Run Toenhome RRTOA C/C Association Jim Gabbaro		Richmond	KY	40475	859-608- 2424	rrtoa@outlook.com	2
Ryan Friedel	96 Avawam Dr 257 Palm	Richmond	Ку	40475	1 (859) 455- 6060	m	3
Scott Bell Boones	Hills Dr	Richmond	KY	40475	(859) 625- 4742	scott@rescuesolution sllc.com	2
Scott Hollopeter Trace POA	145 Rose St	Lexington	KY	40507	(859) 509- 4616	shollopeter@crmco.c om	2
Sharon Bird	611 Sawgrass Ct	Richmond	Ку	40475	859-806- 5551	skbirdbcg@icloud.co m	3
Shiloh Crest Shiloh Pointe HOA	Prosperous Place	Lexington	KY	40509	859-263- 7681	jill@allpointsky.com	1
Steve Moore	Wannamake	Richmond	Ку	40475	+1 (859) 559-9761	Stevenmoore710@g mail.com	1

	324					Stevetracy106@gma	i
	Inverness				(859) 229-	l.com,	
Sue Tracy	Trail	Richmond	Ку	40475	6512	keysadam@gmail.co m	2
-	736		,	40470	0012	III	2
Teresa Kash	Stonebrlar				(859) 985-	Torono Devis@hessa	
Davis	Way	Richmond	KY	40475	3132	Teresa_Davis@berea	3
	3092 River		, , , ,		(859) 552-		-
Terry Dixon	Run	Lexington	Ky	40511	4969	Dixontriplet2@yahoo.	1
		_					'
	108 Mallard				+1 (859)		
Tom Haglage	Lane	Richmond	Ку	40475	625-5523		2
	927		-				_
	Westchester	•			(859) 229-	Trshreve@hotmall.co	
Tonya O'Donley	Way	Richmond	KY	40475	1524	m	3
Tracee	364				+1 (513)	tmdcarmichael65@g	
Camicheal	Avawam Dr	Richmond	KY	40475	582-4400	mail.com	2
	236 Big Run				859-948-		
Wildcat Moving	Rd	Lexington	KY	40503	3553		1

104 Gleneagles Blvd Richmond, KY 40475

Phone 918-798-4606 E-mail jbschallner@yahoo.com

# James Bryan Schallner

**Objective** 

Passionate lawn care and landscaping professional with 3 years of experience. Values relationships with customers and employees

**Employment** 

1-4-2017 to Current

Schallner Lawn Care

Richmond, KY

Owner

Provide excellent customer service.

Facilitated business operations

Responsible for landscape design

12-20-2010 to 12-15-2019 City of Winchester

Winchester, KY

Firefighter/EMT

Professional Firefighter

EMT for 6 years and Paramedic for 3 years

Critical thinking under stress

Education

8-15-1999 to 12-18-2004 Oklahoma State University

Stillwater, OK

B.S. General Business with a Minor in Finance

Played Collegiate baseball for 3 years

Languages

Spanish (novice)

Skills

**Problem Solving** 

Leadership

Effective communication



#### 12-19-19

# To Whom It May Concern,

Below is the information requested for Bid #132-2019 Mowing for Parks and Recreation 7.4.

Mowers:	Make/Model	Acreage per hour Capacity
	2019 61" Scag Tiger Cat	3
	2019 61" Scag Turf Tiger	3
	2019 61" Scag Cheetah	3
	2017 52" Scag Walk behind	1.68

### String Trimmers: Make/Model

- (9) Husqvarna 322 L String trimmers
- (2) Husqvarna 522 L String trimmers
- (2) Stihl FS 131 String trimmers



Division of Revenue 200 East Main Street Lexington, KY 40507 Customer iD: 15067139

Location No: 1

Date:

December 17, 2019

# BUSINESS OCCUPATIONAL LICENSE

Is issued for the period:

2019

SCHALLNER LAWN CARE AND LANDSCAPING LLC 114 N 2<sup>ND</sup> ST RICHMOND, KY 40475

This license is issued pursuant to Section 13-5 and 13-9, of the Code of Ordinance, Lexington-Fayette Urban County Government (the "Code") and shall not be taken as permission to do business in Fayette County without also having complied with all other requirements of the Code and other local ordinances and regulations. This license is not transferable, and must be renewed annually.



#### General Liability Insurance Policy Declarations

Named Insured:

SCHALLNER LAWNCARE ANDLANDSCAPING LLC

104 GLENEAGLES BLVD **RICHMOND KY 40475-8495**  Policy Number: 16-31-10175725-1

Effective Date: 02-03-2019 (12:01 AM CST) Expiration Date: 02-03-2020 (12:01 AM CST)

Agent: BOBBY HALLORAN

16-0C190-55 112 BIG HILL AVE **RICHMOND KY 40475** 

859-624-0883

These Declarations are part of your policy and replace all prior Declarations.

Business of the Named Insured: LAWN CARE BUSINESS

The Named Insured is a(n):

Corporation

**Audit Period:** 

Annually

Limits of insurance: General Aggregate (Other Than Products - Completed Operations) \$1,000,000 Products - Completed Operations Aggregate Limit (See Each Classification Below) Included Personal And Advertising Injury Limit \$1,000,000

Each Occurrence Limit \$1,000,000 Rented To You Limit \$100,000

Any One Premises Medical Expense Limit \$5,000 Any One Person

PREMISES & OPERATIONS-

97050 LAWN CARE SERVICES

INCLUDING PRODUCTS &/OR COMPLETED OPERATIONS ITEM ZIP CODE: 40475

PAYROLL PER \$1000

5.061

\$191.00

\$37,680

KY Surcharge

Other Charges \$3,44

Total for Term (This is Not a Bili):

\$194,44

Policy forms and additioned endorsements relations to the policy.	
Commercial General Liability Coverage Form	CG 00 01 04 13
Lawn Care Services - Limited Pollution Coverage	CG 22 93 04 13
Fungi Or Bacteria Exclusion	CG 21 67 12 04
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Kentucky Changes - Cancellation and Nonrenewal	IL 02 63 09 08
Excl Damage To Work By Subcontr On Your Behalf	CG 22 94 10 01
Asbestos Exclusion	B-559-B
Lead Poisoning Exclusion Endorsement	B-601-B

Parks and Recreation 2020 Mowing Bid Price Sheet for Parks

Required:

All costs shall be filled in otherwise that District is invalid.

Please total each column and then total the three columns

					r			
Cardinai	Cardinal Run District		Mowable	Square Feet		String Trimming:		- Constitution
	Park Name	Location	Acres	Hardscapes	Mowline cost / nark	1000	1	MOWING COST
-	Addison Park	1150 Garrison Ave.	7.290	54,883.20	201.39	23.69	de la constanta della constanta de la constanta de la constanta de la constant	/ TUUU Feet
8	Beaumont Park	2034 Williamsburg Rd.	8.430	1,947.67	232.88	27.4	2028	0.00
ო	Beaumont Preserve	2020 Allengheny Way	4.950	35,203.53	138.74	16.09	8.05	0.03
4	Burley Park	301 Burley Ave.	0.130	5,977.21	10	ເລ	5	177
ю	Cardinal Run South	2000 Parkers Mill Rd.	25.900	294,861.97	550.5	184.25	107	0.49
9	Cross Keys Park	1240 Cross Keys Rd.	3.540	22,452.12	77.8	21.51	16.5	0.5
7	Gardenside Park	1835 Yorktown Rd.	3.260	25,573.84	80.08	15.8	8.5	0.56
80	Lou Johnson Park	190 Prail St.	1.130	15,915.16	31.25	3.67	2	0.63
a	Pine Meadows Park	1631 Tazwell Dr.	2.080	11,735.02	51.95	11.75	3.35	0.58
10	Preston Springs Park	1937 Dunkirk Dr.	0.820	232.00	22.65	2.75		0.63
7	Valley Park	2077 Cambridge Dr.	13.320	119,738.44	317.97	73.3	41.65	0.55
12	Wolf Run Park	1616 Maywick View Ln.	9.790	36,408.79	250.45	46.85	20	0.59
∢	Mason Headley - ROW	Picadome Golf Course	1.170	0.00	32.32	15	2.5	0.63
		Totals	81.790	624,928.95	1995.96	446.86	240.8	0.56
					Total all 3 columns	2683.62		

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Douglas	Douglas District - A		Mowable	Square Feet	_	String Trimming:		Mossipor cont
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 East
-	Brucetown Park	770 Florida St.	0.310	4,391.35	7.5	ιο	IO.	0.56
2	Carver Art Center	522 Patterson St.	0.620	33,792.90	10	c)	2.5	0.37
4	Coolavin Park	550 W. Sixth St.	13.420	83,843.93	269.05	82.1	20	0.46
Ŋ	Douglass Park	726 Georgetown St.	22.630	212,067.00	507.35	85	8	0.51
9	Dunbar Center	545 N. Upper St.	0.290	40,924.94	7.5	10	e, ro,	0.59
7	Duncan Park	530 N. Limestone	3.580	57,055.55	58	25	15	0.37
œ	Thompson Road Park	319 Thompson Rd.	0.05	2,356.53	7.5	22	ιΩ	3.44
O)	Whitney Young Park	1003 St. Martins Ave.	9.060	35,146.72	175	50	25	0.44
		Totals	49.940	469,578.92	1041.9	265.000	106	0.48
					Total all 3 columns	1415		

las [	Douglas District - B		Mowable	Square Feet		String Trimming:		Mousing coet
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	COSt / Partk	Edoing cost / park	/ 1000 East
_	Constitution Park	1970 Old Paris Rd.	17.520	174,307.48	383.98	156.94	28.47	0.5031
۵۱	Elkhom Park	444 Cane Run Rd.	6.110	5,493.00	168.79	19.86	9.93	0.6342
-	Green Acres Park	1560 LaSalle Rd.	4.900	28,180.13	135.36	15.93	7.97	0.6341
_	Marlboro Park	561 Benton Rd.	8.070	40,204.78	222.93	26.23	13.11	0.6342
	Martin Luther King Park	1625 McCullough Dr.	20.030	116,858.16	553.33	65.1	32,55	0.6341
9	Mary Todd Park	525 Rogers Rd.	13.730	91,565.86	379.3	44.62	22.31	0.6342
		Totals	70.360	456,609.41	1843.7	328.680	114.34	0.6
					Total all 3 columns	2286 72		

Downton	Downtown District		Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / perk	Eduing cost / park	/ 1000 East
-	Charles Young Park	215 Midland Ave.	2.910	36,461.38	85.73	10.07	5.03	0.6763
2	Gratz Park	250 W. Third St.	1.470	11,179.15	43.31	5.09	2.55	0.6763
ო	Issac Murphy Memorial Ga 577 E. Third St.	Ga 577 E. Third St.	0.260	11,814.69	10	Q	ະດ	0.883
4	Northeastern Park	140 Northeastern Ave.	0.650	3,007.67	19.15	2.5	1.25	0.6763
ß	Phoenix Park	100 East Main St	0.130	22,831.64	10	5	ıo	1.766
တ	Thoroughbred Park	121 Midland Ave.	2.230	51,243.93	65.7	7.72	3.9	0.6763
		Totals	7.650	136,538.46	233.89	35.38	22.73	0.7
					Total all 3 columns	292		

Jacobson District	n District		Mowable	Square Feet		String Trimming:		Mowing cost
,	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Eduing cost / nark	/ 1000 Eact
-	Idle Hour Park and Center 212 St Ann Drive	r 212 St Ann Drive	17.180	185,003.26	369.95	72,5	30	0.49
7	Liberty Park	2515 Liberty Rd.	7.260	106,301.81	142.8	09	15	0.32
ო	Mapleleaf Forest Park	3161 Mapieleaf Dr.	2.810	4,421.12	49.3	15	20	0.4
4	Mt. Tabor Park	550 Elk Lake Dr.	11.230	80,384.07	248.83	25	35	0.51
Ω.	Pleasant Ridge Park	1350 Pleasant Ridge Dr	11.000	28,119.76	237.5	55	15	0.5
စ	Woodhill Park	457 Larkwood Dr.	9.560	36,419.50	210.87	43	10	0.51
		Totals	59.040	440,649.52	1259.25	270.5	125	0.49
					Total all 3 columns	1650		

Parks and Recreation 2020 Mowing Bid Price Sheet for Parks

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Masters	Masterson District		Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
₹~	Highlands Park	1991 Mark Ave.	8.450	47,755.55	172.4	40	20	0.47
7	Meadowthorpe Park	333 Larch Ln.	3.090	58,225.55	20	20	15	0.37
ന	Oakwood Park	1050 Briarwood Dr.	6.460	23,076.58	125	35	20	0.44
4	Speigle Heights Park	424 Speigle St.	1.070	10,783.96	15	10	5	0.32
ß	Boston Rd Trail		0.460	16,075.74	10	S	9	0.5
9	Brighton East Trail		3.250	97,374.03	65	15	10	0.46
7	Glen Lochdafe Trail		6.660	36,371.39	142	25	15	0.49
<b>60</b>	Leesway Trail		1.370	9,499.29	20	15	8	0.34
6	Legacy Trail		11.910	31,602.00	270	47.1	15	0.52
9	Town Branch Trail		11.010	97,241.34	245	48	15	0.51
=	Squires Frail		2.810	87,723.95	50	20	7.5	0.41
12	Waveland Rd Trail	127	0.590	24,751.12	15	D.	ιΩ	0.58
		Totals	57.130	540,480.50	1179.4	280	135.5	0.47
					Total all 3 columns	1600		
					III		1	

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Northbas	Northbase District - A		Mowable	Square Feet		String Trimming:		Mousine cont
	Park Name	Location	Acres	Hardscapes	Moules cost / nark	Jaco Jaco		Temperature Control
-	Bell House	545 Sayer Ave	3.30	19,828.67	85.5	20	10	7 1000 rest
8	Castlewood Park	201 Castlewood Dr.	27.65	150,009.47	755	170	45	0.62
4	Dixie Park	1850 Eastland Pkwy.	7.29	24,385.90	195	40	20	0.61
Ŋ	Eastland Park	729 Roland Ave	0.75	0.00	56	0	0	0.8
7	Johnson Heights Park	846 Johnsdale Dr.	8.25	6,751.20	230	40	20	0.64
α)	Kenawood Park	612 Bryanwood Pkwy.	6.84	48,532.95	200	28.5	15	0.67
		Totals	54.08	249,508.19	1491.5	298.500	110	0.63
					Total all 3 columns	1900		

		-			r			
Northbase District - B	m		Mowable	Square Feet		String Trimming:		Mowing cost
Park Name	ne	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
Clay's S	Clay's Spring Park	200 Clinton Rd.	1.10	1,058.39	25	ιΩ	က	0.52
Ecton Park	ark	956 Turkey Foot Rd.	7.70	69,816.67	180	41	ı	0.54
Kenwich	Kerwick Park & Com, Cent 312 Owslay Ave	ni 312 Owslay Ave	0.17	9,419.66	10	ιΩ	ro.	1.35
Lakevie	Lakeview Park	350 Lakeshore Dr.	2.98	22,502.64	9	20	10	0.46
Lansdo	wne-Merrick Park	Lansdowne-Merrick Park 3190 Monta Vesta Dr.	21.05	107,076.63	470	115	20	0.51
Woodle	Woodland Park	601 E. High St.	14.16	124,145.44	300	119	25	0.49
Zandale Park	e Park	750 Zandale Dr.	2.03	1,879.35	45	10	ro.	0.51
		Totals	49.19	335,898.78	1065	310.000	100	0.497
					Total all 3 columns	1475		

Shillito E	Shijilto District - A		Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
<b>-</b>	Dogwood Trace Park	2393 Dogwood Trace	8.370	34,154.12	205	30	15	0.56
8	Hamods Hill Park	3308 Ridge Cane Rd.	11.370	43,657.28	240	70	30	0.48
က	Higbee Mill Park	1421Higbee Mill Rd.	7.610	33,641.69	160	90	20	0.48
4	Stonewall Park	3205 Corrwall Dr	1.440	9,795.69	25	10	2	0.4
10	Waverly Park	4244 Southmoor Park	9.550	66,414.05	195	65	25	0.47
Φ	Wellington Park	565 Wellington Way	21.900	131,432.17	490	115	50	0.51
7	Moon Dance	1152 Monanch St.	1.161	15,747.65	25	S.	5	0.49
		Totals	61,401	334,842.65	1340	345.000	150	0.501
					Total all 3 columns	1835		

	Mowing cost	/ 1000 Feet	0.48	0.42	0.41	0.48	0.48	0.47	0.47
		Edging cost / park	ū	35	10	135	40	15	240
	String Trimming:	cost / park	20	90	10	200	70	25	385.000
		Mowing cost / park	55	145	30	725	240	85	1280
	Square Feet	Hardscapes	13,342.77	31,274.16	10,809.23	149,509.69	151,691.77	8,215.40	364,843.02
	Mowable	Acres	2.610	7.900	1.660	34.800	11.570	4.160	62.700
,		Location	1420 Elizabeth St.	2005 Dogwood Dr.	2351 Maplewood Dr.	396 Redding Rd.	625 Hill-N-Dale Rd.	3434 Greenlawn Dr.	Totals
	trict - B	Park Name	Elizabeth St. Park	Garden Springs Park	Hill-N-Dale Park	Kirklevington Park	Southland Park	Wildwood Park	
	Shillito District - B		-	8	ო	4	ດ	9	

1915

Total aff 3 columns

Parks and Recreation 2020 Mowing Bid Price Sheet for Parks

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Veterans District	District		Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
4	Armstrong Mill	1301 Armstrong Mill Rd.	5.170	14,954.40	06	30	10	0.4
2	Belleau Woods Park	3770 Forest Green Dr.	13.870	41,431.25	250	70	25	0.41
69	Berry Hill Park	3489 Buckhorn Dr.	6.780	77,302.11	110	40	30	0.37
4	Donaldson Park	9790 Tates Creek Rd.	0.360	5,495.53	10	S.	Ð.	0.64
ß	Gainesway Park	3495 Appian Way	13.490	94,742.42	260	20	25	0.44
9	Hartland Park	3701 Kenesaw Dr.	15.320	30,571.10	280	09	35	0.43
7	Meadowbrook Park	372 Harvard Lane	4.380	49,150.31	20	30	10	0.37
Φ	River Hill Park	380 Crosby Dr.	10.800	72,515.51	200	50	20	0.43
O	Southpoint Park	4496 Graves Dr.	3.100	24,199.32	20	15	10	0.37
		Totals	73.270	410,361.95	1330	350	170	0.42
					Total all 3 columns	1850		

	Mowing cost / park	0	0	0
Bush Hog	Acres	9.420	22.010	31.430
	Location	2020 Allengheny Way	2515 Liberty Rd.	Total
	Park Name	Beaumont Preserve	Liberty Park	
Bush Hog		-	8	