

INVITATION TO BID

Bid Invitation Number: #10-2012

Date of Issue: 01/30/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **02/17/2012**. Bids must be **received** by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Rm 338
Lexington, KY 40507, (859) 258-3320**

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.

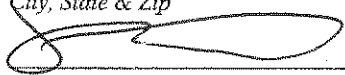
All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: Various, Lexington, KY

Bid Security Required: Yes No Performance Bond Required: Yes No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Commodity/Service
Mowing City Areas, Medians, Nuisance, and Downtown Parks
See specifications

<p style="text-align: center;"><u>Check One:</u></p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><u>Proposed Delivery:</u></p> <p>_____ days after acceptance of bid.</p>
<u>Procurement Card Usage</u> <p><input type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>	

Submitted by: ZKB Construction Services LLC
Firm
130 Computerex R
Address
Nicholasville KY 40354
City, State & Zip
 OWN
Signature of Authorized Company Representative - Title
BRIAN K. MONROE
Representative's Name (Typed or printed)
859-223-0095 859-885-0744
Area Code - Phone - Extension Fax #
gal617@aol.com
E-Mail Address

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

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Brain Monro, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Brain Monro and he/she is the individual submitting the bid or is the authorized representative of

ZKB Contracting Servs 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 delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF

COUNTY OF

Kentucky
Boyer

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

by Brain Monro on this the 4 day of February, 2012.

My Commission expires: 02/02/16

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 www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

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 friendly 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 www.Greenseal.org 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 any and all 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.
- I. 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 #10-2012 Mowing City Areas, Medians, Nuisance, and Downtown Parks"

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 failure to perform within the time period set forth

in this bid, 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 bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids 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 bid 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, 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.
- 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 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.

It is recommended that all of the provisions above quoted to be included as special conditions 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 failure 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 bid 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 2 years from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 2-(1) year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (**Space Checked Applies**)
1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 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 quarter. 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.
2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
3. Procurement Level Contract
- 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 either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. 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.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

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 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 handicap.

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

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

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

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



Signature



Name of Business

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

VENDOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by LFUCG. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate

approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of VENDOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If VENDOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, VENDOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

VENDOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONSULANT understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

VENDOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging VENDOR for any such insurance premiums purchased, or suspending or terminating the work.

00331644

List of Contents

For 2012 Mowing Bid

- Purchasing Information
- General Information
- Mowing Bid Specifications
- Summary Pricing Sheet
- Bid Package Information Sheets
 - A. R.O.W. Information Sheets with Detail Pricing Sheet
 - 1. R.O.W. Pkg. 1
 - 2. R.O.W. Pkg. 2
 - 3. R.O.W. Pkg. 3
 - 4. R.O.W. Pkg. 4
 - 5. R.O.W. Pkg. 5
 - a. With Median Location List
 - 6. R.O.W. Pkg. 6
 - 7. Detail Pricing Sheets For R.O.W. Mowing
 - B. Parks Information Sheets with Detail Pricing Sheet
 - 1. Parks Package - Districts 1 to 8
 - 2. Additional Park Information
 - 3. Detail Pricing Sheets For Parks Turf Mowing
 - C. Engineering Information Sheets with Detail Pricing Sheets
 - 1. Engineering Greenway Package
 - 2. Non Water^dQuality Greenway Spaces Package
 - 3. Legacy Trail Package
 - 4. Water Quality Bid Packages
 - North Bid Package
 - East Bid Package
 - South Bid Package
 - West Bid Package
 - 5. Detail Pricing Sheets For Water Quality Packages
 - D. Code Enforcement Information sheets
 - 1. Nuisance Clean up
 - E. Maps

General Information

- Please read all the information and follow all the required instructions provide by purchasing.
- Pre bid meeting will take place February 6, 2012 in the Picadome Outing room at 10:00 am. Picadome is located at 469 Parkway Drive off Harrodsburg Rd next to the Lexington Clinic.
- How to fill out the mowing portion of this bid proposal:
 - a. Read the table of content for the sequential order of information.
 - b. Read all the specifications for mowing.
 - c. Determine which mowing packages you are bidding on. For example R.O.W. (right of way) package 5 is considered as one package or Parks District 3 is considered as one package. You are welcome to bid on one mowing package or on all of the mowing packages.
 - d. Read the bid information sheets for each mowing package you plan to place a bid. Bid information includes location, acreage, type of mowing for each location, approximate number of cuts per year and other valuable information.
 - e. After visiting locations and reviewing all information please fill out the Detail Pricing Sheets for each package.
 - f. After filling out the Detail Pricing Sheets then please fill out the Summary Pricing Sheet. Filling out Summary Price Sheet only with out the Detail Pricing Sheets will invalidate your bid.
 - g. Some packages have maps to help clarify boundary line for mowing.
- For boundary lines on city parks please go to the lexingtonky.gov website, under services click on GIS and follow instructions. If you have any questions on using the link please call Kevin Kewin.
Office: (859) 288-2930, Cell: (859) 983-4759
- Please note budget constraints may occur at any time during a mowing season which would cause us to pull a section of a bid package in-house. Thus reducing the overall cost of the entire package.
- Questions about the Bid Proposal, please call Kevin Kewin.
Office: (859) 288-2930
Cell phone number: (859) 983-4759
- Questions about nuisance mowing, please call Code Enforcement.
Office phone number: (859) 258-3270

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
AND DIVISION OF ENGINEERING
SPECIFICATIONS FOR MOWING

1.0 ADMINISTRATIVE

- * 1.1 The mowing season will begin in April and continuing through the month of October. However, these dates may be altered at the discretion of the Division of Parks and Recreation, Division of Engineering and Division of Water Quality.
- * 1.2 This agreement shall be for a period of two years with an option to renew for two (1) year renewals if mutually agreed upon by both parties.
- 1.3 Bidder shall include with his/her proposal a complete description of services provided by his/her firm and a listing of customers currently served by the bidder.
- 1.4 This contract may not be sub-contracted in whole or in part without approval of the Lexington-Fayette Urban County Government. The Contractor shall remain responsible for the performance of the contract and the contractor shall be liable for compliance by any sub-contractor with the terms of this contract. A copy of any sub-contract shall be submitted, prior to its execution, to the Lexington-Fayette Urban County Government for approval.
- * 1.5 The Contractor hereby agrees to indemnify and hold harmless the Lexington-Fayette Urban County Government, its employees and agents from any claims or demands whatsoever arising from the contractor's performance under this contract.
- * 1.6 The Contractor hereby accepts responsibility for any loss or damage to property owned by the LFUCG or the general public caused by the contractor's employees or agents. The Contractor shall keep in force at all times liability insurance in amounts specified herein. Contractor shall replace or repair same at his own cost and expense in like kind and at the direction of the Division of Parks and Recreation. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the Lexington-Fayette Urban County Government the cost of such work shall be deducted from the Contractor's payment. Failure to maintain such insurance shall be cause for cancellation of this contract without notice.
- * 1.7 In the event trees or shrubs are hit or damaged by mowing operations an arborist from LFUCG will determine the health of the tree or shrub. Should the arborist determine the tree is damaged beyond repair the Contractor shall be charged for the estimated replacement value of the trees or shrubs.

- * 1.8 This contract may be canceled by either party by delivering written notice of intent to cancel to the other party not less than 30 days before the proposed date of termination. Written notice to the LFUCG should be sent to the Division of Central Purchasing.
- * 1.9 The Lexington-Fayette Urban County Government may cancel this contract without notice if the contractor fails to perform the services herein. In the event of such cancellation, the LFUCG may make arrangements as it deems necessary to secure the services specified.
- 1.10 The failure of either party to insist on strict performance of any of the terms or conditions of this contract shall not be construed as a waiver of the right to insist upon strict enforcement of such provisions in the future.
- * 1.11 LFUCG reserves the right to select from the current list of mowing contractors during the contract period to bid on new properties requiring maintenance by LFUCG.
- * 1.12 The low bidder shall allow personnel from the Division of Parks and Recreation and Division of Central Purchasing to inspect the Contractor's equipment and signage prior to the contract being awarded. The Contractor's equipment must be well maintained to operate safely on public property with all appropriate safety guards. If the Division of Parks and Recreation and the Division of Central Purchasing substantiates that a Contractor's equipment and signage does not meet the specification requirements, that Contractor will be eliminated from the bidding process.
- 1.13 The inspection of equipment and signage, the experience of the bidder, previous experience in past mowing contracts with LFUCG, contact with references provided by the bidder, and total cost of the work being bid, will all be factored into the selection of a contractor.
- 1.14 The Division of Parks and Recreation stipulates that the acreages specified in the bid mowing packages for this mowing contract will be considered as an approximate quantity. Acreage information was gathered from the Property Valuation Administration (PVA) website and calculated from the Geographic Information Services (GIS) website. Therefore, it shall be the responsibility of the Contractor to review each location visually and its specified quantities before submitting a bid.
- * 1.15 Parks and Recreation will request a mowing schedule prior to the beginning of mowing season.
- * 1.16 LFUCG may request additional cuttings due to special events or other unforeseen circumstances. Contractor is to respond to additional cutting requests as soon as possible but no longer than 48 hours. Verified weather conditions at mowing location may extend contractor response time.

2.0 TYPES OF MOWING & DEFINITIONS

- * 2.1 Turf Mowing will consist of using a zero turn mower or similar mower including a push mower to cut grass to a maximum height of 4 inches.
- * 2.2 Bush hog mowing will consist of using a bush hog mower with a tractor maintaining grass to a minimum height of 4 inches.
- * 2.3 Trimming / weedeating will consist of using a string trimmer to maintain areas that a mower can not maintain.

* 2.4 Terms:

Obstacles - any objects that stand in the way or holds up the mowing process in our Parks, Right of Ways, Greenways or City Lots. This may include but not limited to the following: trees, sign posts, light posts, fences, guard rails, headwalls, utility boxes, bridge end abutments and landscape plantings.

No mow zones - are areas along creeks and drainage areas that will not be mowed to help reduce soil erosion. Once established these area are not to be mowed unless with prior written authorization.

Litter / Debris - are any items that have been discarded as refuse onto parks, right of way, greenways or city.

Hardscapes - Any asphalt or concrete surface including but not limited to sidewalks, curbs, gutter, parking lots, roads, tennis courts, basketball courts, trails or any surfaces around buildings.

Kentucky Pride - A State of Kentucky litter program with requirements for cleaning up roadways and right of ways.

3.0 SPECIFICATIONS FOR MOWING

- * 3.1 Practice safety first; all safety measures, equipment, guards, and chutes are in place while mowing Parks, Right of Ways, Greenways or City Lots. Always mow with the safety of others, vehicles and properties in mind. Contractors are required to follow OSHA and DOT regulations regarding employee safety.
- * 3.2 Employees of contractors must wear proper attire remaining fully dressed during the performance of work under this contract. Working without a shirt is not permitted.

- 3.3 Right of Way mowing along roadways shall follow all the requirements in the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES for streets and highways.
- 3.4 Public walk ways are not to be blocked to walking traffic while performing mowing operations.
- 3.5 Minimize the projections of grass onto streets, sidewalks, trails. Mowing with the chute projecting grass away from roadways and hardscapes.
- 3.6 All grass clipping shall be removed from all hardscapes prior to leaving the work site using a blower.
- 3.7 Every thing will be turf mowed to a height of no more than 4 inches high and no less than 3 inches high. Contractors will be notified of ball fields mowing heights prior to the start of mowing season.
- 3.8 **Shred all excess clumps of grass.** Reduce speed to reduce clumping of grass. Mowing blades are to be sharp to prevent tearing of grass and minimize clumping of grass.
- 3.9 Trimming / weedeating removing all vegetation around all obstacles including trees, planting beds, delineator posts, culverts, headwalls, sign posts, guardrails. Remove all grass and weeds growing in cracks on hardscapes, along the top, and bottom of curbs in parking lots, on streets curbs, gutters and storm sewer drains. Also all fence lines must be weedeated to remove honeysuckle and other weeds growing through or growing on the fence.
- 3.10 Herbicide (Roundup) use for grass and weeds in hardscapes cracks and mulch rings around trees is permissible. Using herbicide elsewhere requires authorization from Parks & Recreation. Log of herbicide use must be kept and submitted to LFUCG Division of Parks and Recreation monthly. Log to include product applied, location, weather, application rate, and date of application.

4.0 **LITTER AND DEBRIS REMOVAL**

- 4.1 This operation shall be the removal of **ALL** litter and/or debris from all designated mowing areas including landscaped areas, hardscapes, curbs and gutters prior to mowing.
- 4.2 The Kentucky Pride Grant requires additional records keeping for picking up litter and debris. The records consist of street name, road miles, date serviced with the number of bags picked up or weight of debris. (See section 5.3 invoicing)

- 4.3 Contractor shall be responsible for removal and disposal of limbs smaller than three (3) inches in diameter. Contact Parks and Recreation to remove limbs of three (3) inches in diameter or larger.

5.0 **INVOICING & INSPECTION**

- 5.1 Payment Terms are Net 30
- 5.2 Invoices must list each location serviced, date serviced and reference purchase order number.
- 5.3 **(Right of Way Mowing Only)**: Invoices must list the following Kentucky Pride Grant information. Street name, road miles, date serviced with the number of bags picked up or weight of debris. Invoicing cost for litter pickup will be ten percent (10%) of the cost of mowing the right of way. **Example:** Mowing Richmond Rd R.O.W. cost \$1,200.00. Invoice Litter pickup \$120.00 and mowing \$1,080.00 for a total cost of mowing Richmond Rd is \$1,200.00.

- 5.4 Invoices may be emailed or mailed to the following address:

LFUCG DIVISION OF PARKS AND RECREATION
1793 LIBERTY ROAD
LEXINGTON, KY 40505

Email address will be provided at time of contract approval.

- 5.5 Inspection of work site must be completed by a Parks and Recreation employee before invoices will be approved for processing.
- 5.6 Contractor must inform Parks and Recreation after mowing a location before 9:00 am the following morning. Contact information will be provided at time of contract approval.

6.0 **INSURANCE- SEE ATTACHED RISK MANAGEMENT PROVISIONS**

- 6.1 Contractor will be required to submit a certificate of insurance coverage as required by the Risk Management provisions.
- 6.2 Submission Requirements:

The Contractor shall furnish before the contract is awarded a Certificate of Insurance. Contractor shall also be required to submit updated insurance certificates quarterly to Kevin Kewin, Division of Parks & Recreation for compliance purposes.

Certificates of insurance shall be delivered to the Division of Central Purchasing. Valid Certificates of Insurance shall be maintained by the Contractor throughout the term of this Contract and any renewal thereof. Original copies of the insurance policy, with all endorsements, shall be provided upon request. Failure to comply with this Section shall constitute an event of default under this contract.

Summary

PRICING SHEET FOR MOWING CONTRACTORS

FISCAL YEAR 2012

Pricing:

A Right of Ways and Medians

Cost per Mow

R.O.W. PKG. 1	\$ NB
R.O.W. PKG. 2	\$ NB
R.O.W. PKG. 3	\$ NB
R.O.W. PKG. 4	\$ NB
R.O.W. PKG. 5	\$ NB
R.O.W. PKG. 6 (bush hog Only)	\$ NB
R.O.W. PKG. 6 (w/ weedeating)	\$ NB

B Parks

PARKS DISTRICT PKG. 1	\$ 643.47
PARKS DISTRICT PKG. 2	\$ 1694.86
PARKS DISTRICT PKG. 3	\$ 2957.06
PARKS DISTRICT PKG. 4	\$ 2045.50
PARKS DISTRICT PKG. 5	\$ 1474.89
PARKS DISTRICT PKG. 6	\$ 2847.45
PARKS DISTRICT PKG. 7	\$ 3076.40
PARKS DISTRICT PKG. 8	\$ 1968.20

Summary
PRICING SHEET FOR MOWING CONTRACTORS
FISCAL YEAR 2012

C Engineering

Greenways	\$ NB
Non Water Quality Greenways	\$ 765.00
Legacy Trail	\$ 949.00

D Water Quality

Lot Pkg: North	\$ 239.90
Lot Pkg: East	\$ 356.93
Lot Pkg: South	\$ 610.70
Lot Pkg: West	\$ 472.97

E Code Enforcement

Please provide price per acre cost

Nuisance mowing	\$ 25.00
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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #2

Bid Number: 10-2012

Date: February 9, 2012

Subject: Mowing City Areas, Medians, Nuisance and Downtown Parks

Please address inquiries to:
Sondra Stone, Buyer
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

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

On the Legacy Trail information sheet, change 0.85 mowable acres to 4.5 acres.

Brian Marcum, 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: ZKB Computer Services LLC

ADDRESS: 130 Computer Dr

SIGNATURE OF BIDDER: [Signature] Brian Mont

DETAIL
 PRICING SHEET FOR R.O.W. MOWING
 FISCAL YEAR 2012

Pricing for R.O.W.

A	<u>Medians and Right of Ways</u>	<u>Cost per Mow</u>
Pkg.1	Elm Tree & Hummons	\$ NB
1	Harrodsburg Rd.	\$ NB
1	Leestown Rd.	\$ NB
1	NewTown Pike	\$ NB
1	Richmond Rd.	\$ NB
1	TatesCreek Rd.	\$ NB
1	Versailles Rd.	\$ NB
	Total	\$
Pkg.2	Armstrong Mill Rd.	\$ NB
2	Citation Blvd.	\$ NB
2	ClaysMill Rd.	\$ NB
2	Harrodsburg Rd.	\$ NB
2	Lots & Basins	\$ NB
2	Wilson Dowing Rd.	\$ NB
	Total	\$ NB
Pkg.3	Man-O-War Blvd.	\$ NB
	Total	\$ NB
Pkg.4	Alumni Drive	\$ NB
4	Lexington - Medians	\$ 1,280.00
	Total	\$ 1,280.00

DETAIL
PRICING SHEET FOR R.O.W. MOWING
FISCAL YEAR 2012

Pricing for R.O.W.

Pkg.5 Family Care Complex	\$	NB
5 Fleet Services	\$	NB
5 Old Frankfort Ct.	\$	NB
5 Laco Dr.	\$	NB
Total	\$	NB

Bush Hog Only

Pkg.6 Beaumont Preserve	\$	NB
6 Liberty Park	\$	NB
6 Shilito Park Basins	\$	NB
6 Tiverton Way - Basin	\$	NA
Total	\$	NB

Pkg.6

Bush Hog with weedeating

6 Keithshire Way - Basin	\$	NB
6 Mannington Pl. - Basin	\$	NB
6 Sporting Ct - Basin	\$	NB
6 Ruccio Way - Basin	\$	NB
TOTAL	\$	ND

DETAIL
PRICING SHEET FOR PARKS TURF MOWING
FISCAL YEAR 2012

Pricing for Parks:

B Parks Bid Pkg. 1

Cost per Mow

1	Bell House	\$	69.52
2	Carnegie Center	\$	15.75
3	Cheapside & Old Court House	\$	21.70
4	Dunbar Center	\$	61.25
5	Gratz Park	\$	36.75
6	Phoenix Park	\$	17.50
7	Thoroughbred Park	\$	54.50
8	Woodland Park	\$	339.50
	Total	\$	643.47

Parks Bid Pkg. 2

1	Belleau Woods Park	\$	316.75
2	Hartland Park	\$	299.76
3	Meadowbrook Park	\$	201.25
4	Southpoint Property	\$	227.50
5	Wellington Dog Park & Trail	\$	649.60
	Total	\$	1694.86

Parks Bid Pkg. 3

1	Constitution Park	\$	448.50
2	Douglas Park	\$	469.20
3	Elkhorn Park, 438 & ROW	\$	79.35
4	Green Acres Park	\$	125.06
5	Highlands Park	\$	205.80
6	Marlboro Park	\$	160.43
7	Martin Luther King Park	\$	648.60
8	Mary Todd Park	\$	376.05
9	Meadowthorpe Park	\$	94.87
10	Oakwood Park	\$	188.05
11	Whitney Young Park	\$	161.15
	Total	\$	2957.06

DETAIL
 PRICING SHEET FOR PARKS TURF MOWING
 FISCAL YEAR 2012

Parks Bid Pkg. 4

1	Addison Park	\$ 210.00
2	Beaumont Park	\$ 232.50
3	Burley Park	\$ 15.00
4	Carver Center	\$ 25.00
5	Cross Keys Park	\$ 272.50
6	Elizabeth Street Park	\$ 82.50
7	Garden Springs Park	\$ 181.50
8	Gardenside Park	\$ 112.50
9	Lou Johnson Park	\$ 37.50
10	Preston's Spring Park	\$ 31.50
11	Pine Meadows Park	\$ 55.00
12	Speigle Heights Park	\$ 50.00
13	Valley Park + area behind Creekside Ct	\$ 490.50
14	Wolfrun Park	\$ 250.00
	Total	\$ 2045.50

Parks Bid Pkg. 5

1	Castlewood Park	\$ 558.90
2	Charles Young Park	\$ 62.10
3	Coolavin Park	\$ 331.20
4	Dixie Park	\$ 148.35
5	Duncan Park	\$ 103.50
6	Kenawood Park	\$ 184.58
7	Northend Park	\$ 5.18
8	Pyramid Park	\$ 44.85
9	Smith Street Park	\$ 3.45
10	Thompson Road Park	\$ 8.63
11	Woodward Heights Park	\$ 24.15
	Total	\$ 1474.89

DETAIL
 PRICING SHEET FOR PARKS TURF MOWING
 FISCAL YEAR 2012

Parks Bid Pkg. 6

1	Beaumont Preserve	\$	108.50
2	Cardinal Run South	\$	1359.58
3	Dogwood Park	\$	325.68
4	Harrods Hill Park	\$	219.98
5	Higbee Mill Park	\$	141.05
6	Hill and Dale Park	\$	64.75
7	Southland Park	\$	273.18
8	Stonewall Park	\$	159.95
9	Waverly Park	\$	194.78
	Total		2847.46

Parks Bid Pkg. 7

1	Armstrong Mill Pkwy.	\$	128.00
2	Berry Hill Park	\$	184.60
3	Gainesway Park	\$	699.80
4	Kirklevington Park	\$	644.00
5	Lansdowne-Merrick Park	\$	670.00
6	Mount Tabor Park	\$	264.00
7	River Hill Park	\$	324.00
8	Wildwood Park	\$	94.00
9	Zandale Park	\$	68.00
	Total	\$	3076.40

Parks Bid Pkg. 8

1	Clinton Road Park	\$	20.40
2	Ecton Park	\$	193.80
3	Idlehour Park	\$	404.60
4	Johnson Heights Park	\$	328.10
5	Kenwick Center Park	\$	18.70
6	Lakeview Park	\$	266.70
7	Liberty Park	\$	146.20
8	Mapleleaf Forest Park	\$	170.51
9	Northeastern Park	\$	11.05
10	Pleasant Ridge Park	\$	186.70
11	Pleasant Ridge Bike Trail	\$	72.50
12	Woodhill Park	\$	176.80
	Total	\$	1968.20

Detail
PRICING SHEET FOR ENGINEERING GREENWAYS
FISCAL YEAR 2012

Pricing:

C Engineering
Green Space

Cost per Mow

1 Armstrong Mill Greenway	\$ <u> N/B </u>
2 Bluegrass Wilkes Greenway	\$ <u> N/B </u>
3 Castlewood: Cane Run Greenway	\$ <u> N/B </u>
4 Barrington: Expansion Area 2A	\$ <u> N/B </u>
5 Jacquelyn: Masterson Station Greenway	\$ <u> N/B </u>
6 Leesway: Masterson Station Greenway	\$ <u> N/B </u>
7 Waveland Estates: South Elkhorn Greenway	\$ <u> N/B </u>
8 Old Higbee Mill: South Elkhorn Greenway	\$ <u> N/B </u>
9 Town Branch Greenway	\$ <u> N/B </u>
10 Lower Wolf Run: Wolf Run Greenway	\$ <u> N/B </u>
11 Vaughan's Branch: Wolf Run Greenway	\$ <u> N/B </u>
12 Roanoke, Lane: Wolf Run Greenway	\$ <u> N/B </u>
13 Upper Wolf Run: Wolf Run Greenway	\$ <u> N/B </u>
Total \$	<u> N/B </u>

Engineering Note: Cuts may increase or decrease due to weather conditions.

Detail
PRICING SHEET FOR NON-WATER QUALITY GREENWAYS
FISCAL YEAR 2012

Pricing:

C Non Water Quality
Green Spaces

Cost per Mow

1 Phoenix Greenway: 685 to 709 Dartmoor Ct.	\$	<u>75.00</u>
2 Scottish Trace 3136 & 3332 Scottish Trace	\$	<u>95.00</u>
3 Cherry Meadow 3333 Scottish Trace & 3141 cherry Meadow Path	\$	<u>55.00</u>
4 Glen Garth Blackford Pkwy (3052 & 3056)	\$	<u>55.00</u>
5 Boston Road Trail: 3881 Dylan Place & right of way to Boston Rd	\$	<u>105.00</u>
6 South Elkhorn Trail: 3591 Lochdale, 450 Newbury & 400 Joseph Bryan	\$	<u>185.00</u>
7 Squires Road Trail: 3214, 33219, 3484 & 3485 Buckhorn Dr	\$	<u>185.00</u>
Total \$		<u>765.00</u>

Note: Cuts may increase or decrease due to weather conditions.

Detail Pricing Sheet For Water Quality Pkg. North Fiscal Year 2012

Bid Package - North

Water Quality Lots

1	1534	Astaire Dr.	\$	4.82
2	1538	Astaire Dr.	\$	7.27
3	2301	Cabot Dr.	\$	6.27
4	2303	Cabot Dr.	\$	6.27
5	2305	Cabot Dr.	\$	6.27
6	2307	Cabot Dr.	\$	6.27
7	2309	Cabot Dr.	\$	6.27
8	2311	Cabot Dr.	\$	6.27
9	2313	Cabot Dr.	\$	6.27
10	805	Farra Ct.	\$	4.20
11	809	Farra Ct.	\$	5.75
12	1574	Grant Pl	\$	5.60
13	1578	Grant Pl	\$	6.07
14	593	Hollow Creek Rd.	\$	10.37
15	133	Northwood Dr.	\$	5.17
16	134	Northwood Dr.	\$	5.17
17	137	Northwood Dr.	\$	5.60
18	138	Northwood Dr.	\$	5.60
19	142	Northwood Dr.	\$	5.45
20	1651	Old Paris Rd.	\$	16.67
21	2025	Old Paris Rd.	\$	9.17
22	2027	Old Paris Rd.	\$	6.65
23	504	Parkside Dr.	\$	7.10
24	621	Parkside Dr.	\$	7.12
25	2304	Shandon Dr.	\$	5.07
26	2308	Shandon Dr.	\$	4.85
27	2312	Shandon Dr.	\$	4.85
28	2316	Shandon Dr.	\$	6.35
29	2320	Shandon Dr.	\$	6.35
30	1701	Silver Ln	\$	14.92
31		Silver Ln Creek line	\$	11.50
32	560	Southridge Dr.	\$	5.50
33	564	Southridge Dr.	\$	6.42
34	525	Thurman Dr.	\$	6.02
35	529	Thurman Dr.	\$	6.02
36	533	Thurman Dr.	\$	6.02
Total \$				239.90

Note: Cuts may increase or decrease due to weather conditions.

**Detail Pricing Sheet For Water Quality Pkg. East
Fiscal Year 2012**

Bid Package - East

Water Quality Lots

Cost per Mow

1	1426	Bryan Ave	\$	5.24
2	1441	Bryan Ave	\$	4.55
3	1443	Bryan Ave	\$	7.68
4	1960	Bryan Station Rd	\$	168.13
5	1436	Edgelawn Ave.	\$	7.77
6	1438	Edgelawn Ave.	\$	7.65
7	1439	Edgelawn Ave.	\$	2.78
8	1440	Edgelawn Ave.	\$	4.66
9	1441	Edgelawn Ave.	\$	5.56
10	1443	Edgelawn Ave.	\$	4.73
11	1444	Edgelawn Ave.	\$	7.45
12	1445	Edgelawn Ave.	\$	4.55
13	1447	Edgelawn Ave.	\$	2.63
14	1450	Edgelawn Ave.	\$	10.30
15	2002	Family Cir.	\$	6.85
16	1612	Ft. Sumter Dr.	\$	7.79
17	1614	Ft. Sumter Dr.	\$	6.92
18	1700	Ft. Sumter Dr.	\$	6.50
19	1657	Gayle Dr.	\$	7.86
20	1661	Gayle Dr.	\$	7.12
21	1450	Highlawn Ave	\$	1.12
22	400	Meadow Park	\$	4.57
23	417	Morgan Ave.	\$	3.17
24	422	Morgan Ave.	\$	3.17
25	423	Morgan Ave.	\$	3.17
26	424	Morgan Ave.	\$	3.17
27	425	Morgan Ave.	\$	3.17
28	426	Morgan Ave.	\$	3.17
29	729	Roland Ave	\$	12.83
30	405	Shawnee Ave	\$	1.58
31	406	Shawnee Ave	\$	2.19
32	407	Shawnee Ave	\$	1.58
33	408	Shawnee Ave	\$	4.76
34	1950	Wicklnd Dr.	\$	6.14
35	1954	Wicklnd Dr.	\$	16.42

Total \$ 356.93

Note: Cuts may increase or decrease due to weather conditions.

Detail Pricing Sheet For Water Quality Pkg. South Fiscal Year 2012

Bid Package - South

Water Quality Lots

1	2848	Ark Royal Way	\$	4.42
2	4338	Brookridge Dr.	\$	80.96
3	4339	Brookridge Dr.	\$	5.94
4	928	Calypso Breeze Dr.	\$	3.69
5	3427	Coldstream Ct	\$	6.99
6	3430	Coldstream Ct	\$	8.93
7	3431	Coldstream Ct	\$	6.77
8	1797	Courtney Avenue	\$	- 0 -
9	3428	Crimson King Ct.	\$	7.14
10	3429	Crimson King Ct.	\$	7.28
11	3432	Crimson King Ct.	\$	3.60
12	276	Derby Dr.	\$	3.60
13	280	Derby Dr.	\$	3.27
14	284	Derby Dr.	\$	4.99
15	288	Derby Dr.	\$	46.42
16	1050	Delaware Ave.	\$	32.56
17	660	Eureka Springs Dr.	\$	5.30
18	244	Lowry Ln (East)	\$	3.41
19	190	Manitoba Ln.	\$	3.54
20	352	Owsley Ave	\$	8.33
21	354	Owsley Ave	\$	4.77
22	456	Pasadena Dr.	\$	161.04
23	3474	Pimlico Pkwy	\$	6.24
24	405	Plainview Rd.	\$	5.19
25	4580	Saron Dr.	\$	88.72
26	1760	Liberty Rd.	\$	6.13
27	1764	Liberty Rd.	\$	5.50
28	1768	Liberty Rd.	\$	59.75
29	4024	Lilydale Ct.	\$	13.09
30	209	St. Ann	\$	8.42
31	213	St. Ann	\$	8.42
32	1316	Tanforan Dr.	\$	3.23
			Total \$	610.70

Note: Cuts may increase or decrease due to weather conditions.

Detail Pricing Sheet For Water Quality Pkg. West Fiscal Year 2012

Bid Package - West

Water Quality Lots

1	1896	Clays Mill	\$	7.41
2	672	Coffee Tree Ln	\$	11.40
3	305	Dantzler Dr.	\$	2.90
4	309	Dantzler Dr.	\$	3.63
5	313	Dantzler Dr.	\$	3.54
6	166	Goodrich Ave.	\$	3.54
7	168	Goodrich Ave.	\$	3.54
8	170	Goodrich Ave.	\$	3.45
9	542	Grantchester St.	\$	7.40
10	549	Grantchester St.	\$	10.01
11	901	Red Mile Rd	\$	74.80
12	279	Lafayette Pkwy	\$	4.79
13	281	Lafayette Pkwy	\$	4.51
14	285	Lafayette Pkwy	\$	4.92
15	908	Lima Ct.	\$	31.90
16	905	Limestone (North)	\$	2.37
17	907	Limestone (North)	\$	2.37
18	909	Limestone (North)	\$	3.84
19	1001	Limestone (North)	\$	3.84
20	565	Lone Oak Dr.	\$	4.53
21	1873	Pensacola Dr.	\$	3.36
22	1875	Pensacola Dr.	\$	4.35
23	1877	Pensacola Dr.	\$	5.65
24	258	Perry St.	\$	1.16
25	262	Perry St.	\$	1.10
26	2440	Prescott Lane	\$	31.81
27	302	Rosemont Garden	\$	4.24
28	512	Southbend Dr.	\$	4.59
29	516	Southbend Dr.	\$	4.59
30	84	Southport Dr	\$	45.54
31	878	Summerville Dr.	\$	9.19
32	885	Summerville Dr.	\$	2.24
33	1816	Versailles Rd.	\$	160.38
Total \$				472.97

Note: Cuts may increase or decrease due to weather conditions.

NUISANCE MOWING AND CLEANUP – PRICING

I. Heavy Mowing and Debris Removal

- A. Hourly Rate for farm tractor and bat-wing mower w/operator \$ 55.00
 - B. Hourly Rate for farm tractor and bush hog \$ 45.00
 - C. Hourly Rate per person for debris removal \$ 25.00
 - D. Hourly Rate for heavy equipment with operator
(front end loader, track hoe, etc.) \$ 75.00
 - E. Dump Truck per load debris hauling \$ 55.00
 - F. Dump Site (specify location) BB, Versailles, Nicholasville
-

The Lexington-Fayette Urban County Government Landfill rates apply wherever the materials are transported.

II. Light Mowing and Debris Removal

- A. Hourly Rate per person for weedeaters, pushmowers,
and other hand tools \$ 25.00
 - B. Hourly Rate for riding and walk-behind mowers with
operators (excludes farm tractors) \$ 25.00
 - C. Hourly Rate per person for debris removal \$ 25.00
 - D. Pick-up Truck per load \$ 25.00
 - E. Dump Site (specify location) Same as above
-

The Lexington-Fayette Urban County Government Landfill rates apply wherever the materials are transported

III. Cleanup

1. Cleanup (other than to prepare for mowing)

A. Hourly Rate per person for hand tools \$ 25.00

B. Hourly Rate for heavy equipment with operator \$ 25.00

2. Debris Removal

A. Hourly Rate per person \$ 25.00

B. Hourly Rate for heavy equipment \$ 65.00

3. Debris Hauling

A. Pick-up Truck per load \$ 25.00

B. Dump Truck per load \$ 25.00

4. Dump Site (specify location) Site as shown

The Lexington-Fayette Urban County Government Landfill rates apply wherever the materials are transported

The heavy equipment can be available from a rental company but the bidder must submit a copy of an agreement with the bid. The agreement can be a letter from the rental company confirming an account and the equipment available in lieu of a contractual agreement.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

Bid Number: 10-2012

Date: February 8, 2012

Subject: Mowing City Areas, Medians, Nuisance and Downtown Parks

Please address inquiries to:
Sondra Stone, Buyer
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

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

- 1) The main ball field at Lansdowne-Merrick Park in District 7 in the Parks package of the bid will be mowed by the franchise ball league and not by a mowing contractor.
- 2) Corrected Parks and Recreation ROW Bid Package 2 attached.
- 3) Pre-bid sign-in sheet attached.

Brian Marcum, 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: ZKB Construction Services

ADDRESS: 130 Campbell Rd

SIGNATURE OF BIDDER: [Handwritten Signature]

Parks and Recreation R.O.W. Bid Pkg 2

<u>Areas</u>	<u>Location</u>	<u>Acres</u>
Armstrong Mill Rd.	Medians Between Appian Way & Greentree Rd. R.O.W. from Kenesaw Dr. to Tatescreek Rd. and Gated basin at Man-O-War TURF MOWING 2 cuts per month	17.71
Citation Blvd.	All Medians from Newtown Rd. to Dead End R.O.W. from Newtown Rd. to Dead End Weed eat trail going down around to underside of bridge Weed eat eroded areas in June and September TURF MOWING 2 cuts per month	14.50
ClaysMill Rd.	R.O.W. from Man-O-War (MOW) to County line Steep hill sides from MOW - Twainridge and Springrun are no mow areas with a minimum of five feet from side walks near MOW end of Claysmill Rd. TURF MOWING 2 cuts per month	7.01
Harrodsburg Rd	Area 1: Harrodsburg and Old Higbee Mill - Reserve CT Area 2: Old Harrodsburg Rd in front of church Area 3: Old Harrodsburg Rd and Military Pike TURF MOWING 2 cuts per month	0.46 0.90 0.91
Lots and Basin	Chilesburg Ct. 832 - Corner of Todds and Hays Blvd. Basin at 100 Strawberry Fields Lot at 101 Strawberry Fields - Located off - Old Paris Rd TURF MOWING 2 cuts per month	4.00 4.19 1.41
Willson Downing Rd.	Medians across from Temple Dr. R.O.W. North side - Nicholasville Rd. to Brigadoon Pkwy. R.O.W. North side - Lansdown Dr. to Tates Creek Rd. R.O.W. South side - School property line to Tates Creek Center Rd. TURF MOWING 2 cuts per month	<u>5.74</u>
Total		56.83

Additional information:

See 4 maps for R.O.W. Pkg. 2

Number of cuts / month may increase or decrease due to budgetary constraints or the weather.

Request Addendum

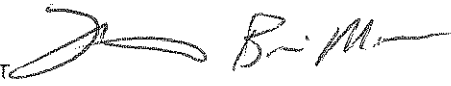
Tue, Feb 14, 2012
08:25 AM EST

Addendum

Request #: 10-2012

Addendum Title: Clarification

Date and Time Issued: 02/14/2012 08:01 AM EST



Parks & Rec ROW #5 - Areas 1 & 2

These areas were added after the last bid. Family Care (428.00) & Laco Dr (95.00) were being mowed by Robertson Mowing.

Fleet Services (150.00) & Old Frankfort Ct (120.00) were being mowed by Lexington Turf.

Note: One of the files available for downloading might be a ZIP file. If you are running a computer older than Windows XP, your system may not have unzipping capabilities. [Follow this link to download WinZip](#), a third-party zipping service.

Request Addendum

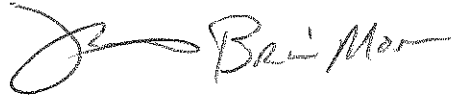
Tue, Feb 14, 2012
08:26 AM EST

Addendum

Request #: 10-2012

Addendum Title: Clarification

Date and Time Issued: 02/13/2012 09:09 AM EST



On Water Quality Bid Package South Pricing Sheet - #8 - 1797 Courtney Ave should not be included. Please place a -0- in the pricing area.

Note: One of the files available for downloading might be a ZIP file. If you are running a computer older than Windows XP, your system may not have unzipping capabilities. [Follow this link to download WinZip](#), a third-party zipping service.