



LEXINGTON

Bid 133-2022

McGee Springs Inc.

Supplier Response

Event Information

Number: Bid 133-2022
Title: Mowing for Parks and Recreation
Type: Competitive Bid
Issue Date: 10/25/2022
Deadline: 11/14/2022 02:00 PM (ET)
Notes: Only online bid submittals will be accepted. Bid documents **MUST** be completed and submitted in Response Attachments as a separate file from Mowing Districts Bid Pricing Excel spreadsheet. Mowing Districts Bid Pricing spreadsheet **MUST** be submitted in Response Attachments in Excel format.

Contact Information

Contact: Kristie Thomas
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: kthomas@lexingtonky.gov

McGee Springs Inc. Information

Address: 136 Macarthur Ct.
Nicholasville, KY 40356
Phone: (859) 887-0784

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

For McGee Springs: Matthew Hughes
Signature

mcgeesprings@windstream.net
Email

Submitted at 11/14/2022 10:09:22 AM (ET)

Response Attachments

133-2022 Mowing District Pricing--Mcgee Springs.xls

McGee Springs Price List

Parks Bid Document--McGee Springs Inc.pdf

Full Bid Document

Copy of Parks Cover Letter 2022.pdf

McGee Springs--References, equipment and staffing.

Affadavit for Parks Bid.jpg

McGee Springs Inc.--Affadavit

Bid Lines

1	Cardinal Run District Total	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <input type="text" value="\$4,435.00"/>	Total: <input type="text" value="\$4,435.00"/>
2	Douglas District - A Total	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <input type="text" value="\$2,410.00"/>	Total: <input type="text" value="\$2,410.00"/>
3	Douglas District - B Total	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <input type="text" value="\$3,245.00"/>	Total: <input type="text" value="\$3,245.00"/>
4	Downtown District Total	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <input type="text" value="\$1,260.00"/>	Total: <input type="text" value="\$1,260.00"/>
5	Jacobson District Total	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <input type="text" value="\$3,975.00"/>	Total: <input type="text" value="\$3,975.00"/>
6	Masterson District Total	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <input type="text" value="\$4,270.00"/>	Total: <input type="text" value="\$4,270.00"/>
7	Northbase District - A Total	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <input type="text" value="\$2,870.00"/>	Total: <input type="text" value="\$2,870.00"/>

8	Northbase District - B Total	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <input type="text" value="\$2,760.00"/>	Total: <input type="text" value="\$2,760.00"/>
9	Shillito District - A Total	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <input type="text" value="\$3,250.00"/>	Total: <input type="text" value="\$3,250.00"/>
10	Shillito District - B Total	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <input type="text" value="\$2,910.00"/>	Total: <input type="text" value="\$2,910.00"/>
11	Veterans District Total	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Price: <input type="text" value="\$3,790.00"/>	Total: <input type="text" value="\$3,790.00"/>
12	Bush Hog Total	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>		<i>No Bid</i>

Response Total: \$35,175.00

McGee Springs

McGee Springs Inc.
136 MaCarthur Ct.
Nicholasville, KY 40356
859-887-0784

Family owned and operated, McGee Springs has been serving central Kentucky for over 21 years. We are one of Lexington's premiere landscape companies. We're a team of hard-working, highly skilled professionals that have a single goal in mind – pleasing our customers.

We are a full service lawn and landscape company serving residential, farm, commercial, and municipal properties. The staff of McGee Springs will always supply a quality product and production and respect your property and trust at all times.

Our employees are highly trained and skilled to bring you professional, quality workmanship. All employees will be uniformed in safety yellow/orange shirts, courteous, and respectful of your property. McGee Springs' team members take pride in their work and strive to bring you the very best results.

Our goal is to have zero complaints from damaged property and call backs. That being said we acknowledge that mistakes happen, things get missed, and property gets damaged. We stress from the top down that disciplinary action against employees will not occur if we are notified by them when these issues arise; we want to be made aware of these occurrences so we can be proactive to their remedy. Hopefully Kevin Kewin with LFUGC can attest to past experiences with damaged property and our response time to call backs.

Our mission is to not only meet, but exceed your expectations! We look forward to working with you.

McGee Springs Inc.
Matthew Hughes 859-983-5236
Eric Whitaker 859-983-5234

Meet the staff:

Full Time Employees

Eric Whitaker—Owner-- 26 years turf management experience. Graduate of UK 1997. Licensed for chemical application. Certified for first aid, CPR and blood born pathogen response.

Matthew Hughes—Owner-- 22 years turf management experience. Graduate of UK 1997. Licensed for chemical application.

David Stidham—Foreman—19 years turf management experience. Prior to his tenure at McGee Springs, most of his experience was with Dixiana Horse Farm. Starting his 13th year with McGee Springs. Mechanic.

Keena Snyder—Foreman—7 years turf management experience. Starting his 3rd year with McGee Springs.

Nick Lott—Foremen—12 years turf management experience. Starting his 5th season with McGee Springs Inc.

Jeff Fry—Foreman—Starting his 6th year with McGee Springs.

Sal Whitaker—Foreman—6 years turf management experience. Starting his 6th year with McGee Springs. Associates degree.

Dan Yockey—Landscape Foreman—9 years turf management experience. Starting his 6th year with McGee Springs. Licensed for chemical application.

Josh Browman—Foreman—7 year turf management experience. Starting his 5th season.

Seasonal Employees

Brandon Marshall—Crew Member. Starting his 2nd year with McGee Springs.

Total employees during peak last year numbered 21. Depending on workload, 5 are eligible for re-hire.

All employees and owners listed have extensive experience on the City Contracts we have had in the past.

Equipment:

- 1.) 60" Exmark Lazer
- 2.) 60" Exmark Lazer
- 3.) 60" Exmark Lazer
- 4.) 60" Exmark Lazer
- 5.) 60" Exmark Lazer
- 6.) 60" Exmark Lazer
- 7.) 60" Exmark Lazer
- 8.) 52" Exmark Walk Behind
- 9.) 52" Exmark Walk Behind
- 10.) 52" Exmark Walk Behind
- 11.) 72" Exmark Lazer
- 12.) 72" Exmark Lazer

We have found that the manufacturers acreage per hour estimates for the mowers are so inaccurate as to be unusable. Generally, we have found that 60" and 72" Exmarks mow at the same rate that averages around 1.25 to 1.5 acers per hour. In ideal conditions, an experienced operator can max out at around 2 acres per hour. In heavy grass, rough terrain, wet grass or general spring conditions, we find we can get around 1 acre per hour. All equipment is meticulously maintained from oil changes to blade sharpening to minimize down time.

We have fifteen (15) FS 90(1) Stihl String Trimmers.

We have six (6) FS 95 Stick Edgers.

We have 14 Stihl blowers of various model numbers. All are backpack.

We have 6 dedicated trucks for mowing services with 3 others that flex between chemical application, mowing and landscaping.

References:

- | | | | |
|-----------------------------------|----------------|--------------|--------------|
| 1.) LFUCG (Parks) | Kevin Kewin | 859-983-4759 | 2006-Present |
| 2.) LFUCG | Susan Pluger | 859-227-6677 | 2015-2019 |
| | Dave Johnson | 859-494-3085 | |
| 3.) Switzer Development | Ben Hammack | 859-312-1010 | 2006-Present |
| 101-157 Venture Ct. | | | |
| 870-811 Corporate Dr. | | | |
| 3080, 2424, 2265 Harrodsburg Road | | | |
| Shannon Run Farm | | | |
| 4.) Shilito Office Cond. | Kinney Pointer | 859-539-4089 | 2007-Present |
| 5.) Creekside North | Louise Couch | 859-338-5837 | 2005-Present |
| Beauty Shop | | 859-277-1342 | |
| Rent-A-Center | | | |
| Spring Meadows Townhomes | | | |
| 6.) Secluded Farm | Jim Murphy | 859-608-9904 | 2010-Present |
| 7.) Duval Condo Ass. | Ed McGee | 859-421-2001 | 2011-Present |
| 8.) Parker Lane HOA | Chris Green | 859-619-1125 | 2002-Present |
| 9.) Tom Wallace | | 859-509-8984 | 2008-Present |

McGee Springs

10.) Dave Stout	859-421-0599	2012-Present
11.) Dave Tuttle	859-457-0791	2012-Present



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: October 25, 2022

INVITATION TO BID #133-2022 Mowing for Parks and Recreation

Bid Opening Date: November 14, 2022

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **11/14/2022**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Various Locations, Lexington, KY

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

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: McGee Springs Inc

Firm Name

136 Macarthur Court

Address

Nicholasville, KY 40356

City, State & Zip

Bid must be signed:

For McGee Springs: Matthew W. Hughes

Signature of Authorized Company Representative – Title

Matthew Hughes--Owner

Representative's Name (Typed or printed)

859-983-5236

Area Code - Phone – Extension

Fax #

mcgeesprings@windstream.net

E-Mail Address

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

AFFIDAVIT

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

1. His/her name is Matthew Hughes and he/she is the individual submitting the bid or is the authorized representative of McGee Springs Inc., 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. Matthew Hughes

STATE OF Kentucky

COUNTY OF Jessamine

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

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 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, all parts to one vendor or all parts to multiple vendors.
- 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 submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
 - 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, 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 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 1 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 **(4) four, 1** 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)**
- (XXX)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.
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

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

Matthew Hughes

McGee Springs Inc.

Signature

Name of Business

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:

1. 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.
2. 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 clarification of the document if allowable by the LFUCG.
11. 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 bid 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.

13. 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 failure 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 waiver 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.
16. 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 illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Matthew Hughes

Signature

11/14/2022

Date

WORKFORCE ANALYSIS FORM

Name of Organization: McGee Springs Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2	2														2	
Professionals																	
Superintendents																	
Supervisors																	
Foremen	5	4				1										5	
Technicians	1					1										1	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: Matthew Hughes--Owner Date: 11 / 14 / 22
 (Name and Title) Revised 2015-Dec-15

**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.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as 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.
- 5) 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 MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- 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 MWDBE 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
- l. 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, <https://lexingtonky.diversitycompliance.com/>

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.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@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 Alcorn	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@orwbc.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@nwbo.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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. All work and Services to be performed by McGee Springs				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

McGee Springs Inc

Company
 11/14/22

Date

Matthew Hughes

Company Representative
 Owner

Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. All work and services to be performed by McGee Springs.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

McGee Springs Inc.

Company
 11/14/22

Date

Matthew Hughes

Company Representative
 Owner

Title



LEXINGTON

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, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
All work and services to be performed by McGee Springs Inc.					
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.

McGee Springs Inc

Matthew Hughes

Company

Company Representative

11/14/22

Owner

Date

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
No subcontractors to be used.								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

McGee Springs Inc.

Matthew Hughes

Company

Company Representative

11/14/22

Owner

Date

Title



LEXINGTON

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.

Bid/RFP/Quote # _____
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
No subcontractors are to be used.							

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

McGee Springs Inc.

 Company

 11/14/22

 Date

Matthew Hughes

 Company Representative

 Owner

 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

_____ 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.

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

_____ 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.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

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

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

_____ Selected portions of the work to be performed by MWDBE firms 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

_____ 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.

_____ 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.

_____ 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.

_____ 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

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

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and **Veteran participation**.

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

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

McGee Springs Inc.

Matthew Hughes

Company

Company Representative

11/14/22

Date

Title

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

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

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

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

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Matthew Hughes

11/14/22

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; 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, CONTRACTOR 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.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

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

BIDDER/CONTRACTOR 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 LFUCG 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 CONTRACTOR. 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
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess Liability	\$1 million per occurrence

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 (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. 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.
- g. 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 LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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 BIDDER/CONTRACTOR'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

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
SPECIFICATIONS FOR TURF AND BUSH HOG MOWING
FOR PARKS AND TRAILS**

1.0 ADMINISTRATIVE

- 1.1 This mowing proposal is based on mowable acres per park and trail. Parks and Recreation reserves the right to add or remove acreages to any park, trail, or public lands within Fayette County.
- 1.2 The mowing season is expected to begin in April and continue through the month of October. However, these dates may be altered at the discretion of the Division of Parks and Recreation.
- 1.3 This agreement shall be for a period of one year with an automatic (4) four, one year renewals if contract is not canceled by either of the parties.
- 1.4 Only online bid submittals will be accepted. Bid documents **MUST** be completed and submitted as a separate file in Response Attachments from the Mowing District Pricing Excel spreadsheet file. 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. All documents requested must be included or bid submittal may not be considered.
See contractor selection process criteria for details of the required material.
- 1.5 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.
- 1.6 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.
- 1.7 The Contractor hereby acknowledges responsibility for any loss or damage to property owned by the LFUCG or private property 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 property at his own cost and expense in like kind and condition 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.
- 1.8 In the event a tree, shrub, or other property is damaged by contract mowing operations, a qualified LFUCG staff member will determine the needed repairs or replacement

of the tree, shrub or other property. Should the arborist determine the tree or shrub is damaged beyond repair the Contractor shall be charged for the replacement value; labor cost for removal and installation; and cost of the trees or shrubs. If the mowing contractor selects a second party such as a nursery to do the complete replacement of the damage tree or shrub they must be approved by the Division of Parks and Recreation.

- 1.9 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.
- 1.10 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.
- 1.11 The failure 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.
- 1.12 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.
- 1.13 The selected contractor / bidder shall allow personnel from the Division of Parks and Recreation and Division of Central Purchasing to inspect the Contractor's equipment 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 the Contractor's equipment does not meet the specification requirements, that Contractor will be eliminated from the bidding process. See contractor selection process criteria for details of the required material.
- 1.14 The inspection of equipment and 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. See contractor selection process criteria for details of the required material.
- 1.15 The Division of Parks and Recreation stipulates that the acreages and the square footage of hardscapes specified in the bid mowing packages for this mowing contract will be considered as an approximate measurements. This information was gathered and calculated from using polygons with ArcGIS geographic program. Therefore, it shall be the responsibility of the Contractor to review each location and confirm its specified acreage and square footage before submitting a bid. Maps are provided with this bid.
- 1.16 Parks and Recreation shall require a weekly mowing schedule during the mowing season. The weekly mowing schedule shall be submitted on Friday morning prior to the upcoming week of mowing. Failure to provide a weekly mowing schedule on a

weekly basis and daily mowing reports by 9:00 am the next business day of mowing completion per specification 5.1 will be grounds for default of the mowing contract.

- 1.17 Parks and Recreation 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 rotary cut mower including a triplex mower with turf tires and a push mower to cut grass from 3 inch minimum height to a maximum height of 4 inches as specified by LFUCG.
- 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 or height specified by Parks and Recreation.
- 2.3 Trimming / weedeating will consist of using a string trimmer to maintain areas that a mower cannot maintain.
- 2.4 Terms:

Obstacles - any objects that stand in the way or holds up the mowing process in our Parks, Right of Ways or Greenways. 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.

Naturalized areas – are areas within parks that will be managed as natural environments.

No mow zones/naturalized areas - are designated areas along creeks and drainage areas that will not be mowed to help reduce soil erosion. These area are not to be mowed unless without prior written authorization from the Division of Parks and Recreation.

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

Hardscapes – any asphalt, brick, pavers and / or concrete surface including but not limited to sidewalks, curbs, gutters, parking lots, roads, tennis courts, basketball courts, trails or any surfaces around buildings.

Clumping of Grass – a grouping or cluster of grass clippings that are not evenly distributed by the mowing process and could cause turf damage, interfere with park activities or present a poor aesthetic appearance.

Mowing Cost / Park – is the unit cost for performing a mowing service in one of our parks in a mowing district.

String Trimming Cost / Park – is the unit cost for performing a trimming service in one of our parks in a mowing district.

Edging Cost / Park – is the unit cost for performing an edging service in one of our parks in a mowing district.

Rough mowing unit cost / 1000 Sq. Ft – is the unit cost for performing a mowing service in one of our parks in a mowing district. This mowing will consist of areas that are not mowed on a regular basis.

3.0 SPECIFICATIONS FOR MOWING

- 3.1 Practice safety first; all safety measures, equipment, guards, and chutes are to be in place while mowing parks, right of ways and greenways. Always mow with the safety of others, vehicles and properties in mind. Excessive mowing speed is not recommended for a safe environment with in parks. Contractors are required to follow OSHA and DOT regulations regarding employee safety. Please follow all manufacture safety specification on using your mowing equipment on hillsides.
- 3.2 The contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity while carrying out work under this contract. Working without a shirt or proper clothing and footwear is not permitted.
- 3.3 The contractor shall not park vehicles, trailers, or heavy equipment on turf areas or sidewalks without prior authorization from Parks and Recreation. Do not block walks, drives or parking areas during maintenance operations.
- 3.4 To minimize the projections of grass onto parking lots, streets, sidewalks, trails and other hardscapes. Mowing with guards and chutes shall be in place to project grass away from roadways and hardscapes.
- 3.5 All grass clipping shall be removed from all hardscapes, roadways, restrooms, mulched areas and objects prior to leaving the work site using a blower.
- 3.6 All parks 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.
- 3.7 Eliminating clumps of grass. Clumping of grass may occur while mowing. You will be required to re-mow all clumps the same day before you leave the park. If you leave the park and are called back to remedy the problem you may have to mow the entire park to leave an even appearance of the park. Grass height must remain similar in height to keep a smooth looking appearance in grass height. Blades on all rotary mowers shall be maintained in proper operation condition (not dull or bent) and shall be kept sharpened at all times. To remove clumps of grass you can re-mow or utilize a blower to spread the clippings evenly in the affected area.

- 3.8 **Mowing Cost / Park** – is the unit cost for performing a mowing service in one of our parks in a mowing district. This is required to be listed on the price sheet for every park that is listed to make each district a valid bid. Parks and Recreation will utilize the **Mowing Cost / Park** when the mowing contractor does not complete the entire mowing portion of the mowing service. Parks and Recreation will document the area missed and notify the contractor that Parks and Recreation will not pay for services not rendered. Please include cost per 1000 square feet per park. This cost will be used if additional areas are added or subtracted from turf mowing operations.
- 3.9 String trimming / weed-eating removing all vegetation around all obstacles including cracks in all hardscapes, trees, planting beds, delineator posts, culverts, headwalls, sign posts and guardrails shall be done with every cut. The height of all string trimming shall be performed at the same height as the mowing height. No scalping of turf shall be done while trimming using a string trimmer.
- 3.10 String trimming around trees shall consist of the following procedure. Please ensure employees have proper training before trimming around trees. We recommend these steps to reduce damage to our trees. Reduce speed of string trimmer to idle or just above idle speed. Start from outside and work inside to the base of the tree. Keep trimmer at a proper angle for an even cut then as you approach the base of the tree STOP before hitting the tree trunk. Do not rush while trimming around trees.
- 3.11 String trimming fence lines is required to be done with every mowing cycle. Trimming will consist of removing all vegetation growing at the base of the fence as well as all herbaceous vegetation growing through the fence. ***Note: All fence lines are to be included in the bid. There will be fence lines that have vegetation growing through the fence and Parks and Recreation will notify contractor after removal. After the initial removal of the vegetation the contractor will add this additional trimming to their mowing routine.***
- 3.12 String trimming asphalt trails is required to be done with every mowing cycle. Trimming will consist of removing all vegetation growing on the asphalt along the edge of the asphalt trail as well as all vegetation growing in cracks. Spraying vegetation killer may be necessary if the string trimming operation is breaking down the asphalt. **Type of herbicide must be approved by parks prior to use.**
- 3.13 **String Trimming Cost / Park** – is the unit cost for performing a trimming service in our parks in a mowing district. This is required to be listed on the price sheet for every park that is listed to make each district a valid bid. Parks and Recreation will implement the string trimming cost per park when the mowing contractor does not complete the string trimming portion of the mowing service. Parks and Recreation will document the area missed and notify the contractor that Parks and Recreation will not pay for services not rendered.
- 3.14 **Using herbicide** - All herbicide chemicals will have to be approved by Parks and Recreation prior use on hardscapes. After treated vegetation is dead the

contractor is required to string trim and blow all dead material from the hardscapes. Using herbicide elsewhere requires authorization from Parks & Recreation. Contractor is to follow all rules and regulations pertaining to the use of herbicides on public property. A spraying log recording the usage of herbicide must be kept and submitted to Parks and Recreation upon request. The log is to include product applied, location, application rate, and date of application. ***Note: The cost of spraying herbicide in the management of vegetation free hardscapes shall be included the contractor's price for trimming hardscapes.***

Using mechanical alternatives to herbicide is recommended such as using a steamer. Natural chemical / environmentally sensitive chemical must be approved by Parks and Recreation.

- 3.15 **Required to do edging of all concrete hardscapes** with a steel blade edger with every cut.
- 3.16 **Edging Cost / Park** – is the unit cost for performing a trimming service in one of our parks in a mowing district. This is required to be listed on the price sheet for every park that is listed to make each district a valid bid. Parks and Recreation will implement the **Edging Cost / Park** when the mowing contractor does not complete the edging portion of the mowing service. Parks and Recreation will document the area missed and will notify the contractor that Parks and Recreation will not pay for services not rendered.
- 3.17 **Mowing unit cost / 1000 Sq. Ft** – is the unit cost for performing a mowing service in our parks and trails. This is required to be listed on the price sheet for every park that is listed to make each district a valid bid. This unit cost for mowing will be utilized when adding or subtracting property from the mowing contract.
- 3.18 Mowing usually begin in April. There will be a probation period of three mowing cycles for contractors to get to know how each park will mow and be familiar with all the mowing operations of each park in the district awarded to the contractor. After the probation period the contractor is expected to meet all the specification in the mowing contract. If certain mowing operations are not completed each mowing cycle Parks and Recreation will not pay for services not rendered by using the unit price listed on the bid pricing sheet. Ref 5.2

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 mowing contractor shall be required to pick up all litter that has been shredded by a mower. If shredded debris is left on site and an employee for Parks and Recreation picks up the shredded debris we will deduct \$45.00 per hour. This will be the labor cost per hour for removing debris. Anytime less than one (1) hour will be \$45.00 and will be deducted from the cost of mowing the park. See specification

five to review invoice deduction information.

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

5.0 **INSPECTION & INVOICING**

- 5.1 Inspection of mowing is critical before an invoice can be paid. The contractor shall be required to contact the designated Parks employee by 9:00 am the day after the park is mowed. This communication will be by text or email. Failure to contact the designated Parks employee may result in non-payment and may lead to discontinuation of the mowing contract.
- 5.2 Inspection of work site shall be completed by a Parks and Recreations employee before invoices will be approved for processing. It is the responsibility of the contractor to complete all mowing operations with each mowing cycle performed. Parks and Recreation will not pay for incomplete work. Parks and Recreation will notify contractor with documentation of incomplete work and we will apply the unit cost per mowing operation according to bid price sheet the contractor filled out in the mowing bid package. There will be a probation period of three weeks at the beginning of the mowing season to become familiar with the parks under contract. Failure to meet these requirements will result in cancelation of the contract.
- 5.3 Parks and Recreation will utilize the **Mowing Cost / Park, String Trimming Cost / Park and Edging Cost / Park** when the mowing contractor does not complete the entire mowing portion of the mowing contract. Parks and Recreation will document the area missed and notify the contractor that Parks and Recreation will not pay for services not rendered.
- 5.4 Invoices must list each location serviced, date serviced and reference purchase order number. Other data required as required by LFUCG Accounting will be given to the selected contractor.
- 5.5 The preferred way to receive invoices is by email otherwise the invoice may be mailed to the following address.

LFUCG DIVISION OF PARKS AND RECREATION

600 Laramie Drive

LEXINGTON, KY 40502

Email address will be provided at time of contract approval.

- 5.6 Payment Terms are Net 30

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. 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.

7.0 **Selection of Contractor**

The selection of a mowing contractor in the mowing proposal shall be based on four criteria. Each criteria will be worth a specified number of points that total 100 points. The contractor with the highest point total will be selected as the contractor for that specific mowing district. There are eight turf mowing districts. The goal is to award a maximum quantity of three mowing districts. Bush hog mowing is not considered a turf mowing district.

1. Cost of services	20 points
2. References and past work experience with LFUCG	50 points
3. Qualifications and staffing	15 points
4. Equipment	<u>15 points</u>
Total	100 points

7.1 Cost of Services
Price of requested services per the requirements of this proposal. Mowing District Pricing spreadsheet **MUST** be submitted in Ionwave Response Attachments in Excel format. Mowing District totals **MUST** be entered in the Ionwave Line Items.

7.2 References and past work experience with LFUCG
The bidding contractor will provide **(10) ten** references from past and present customer contracts. They will provide the customer / contact name, phone number, years of service with their customers. LFUCG will **only** be counted as one of the references if company provided similar services for any LFUCG division.

Work experience with LFUCG the bidding contractor will provide the name of the division, contact name, phone number, date and years of service working with LFUCG.

7.3 Qualification and staffing
All key staff members shall submit a resume detailing their years of experience in the landscape/turf industry. Include any college degrees in turf management, horticulture or related field. Include the average number of seasonal/part-time employees that your company hires on an annual basis.

7.4 Equipment

Identify all equipment that will be used to perform mowing operation. Provide the manufacture's make and model for each mower, include the unit acres per hour capability. Provide the number of string trimmers, including make and model

8.0 Additional Park and Greenway Trail Information:

BOSTON RD. TRAIL:

- Mow and trim to property line.

BRIGHTON EAST TRAIL:

- Mow and trim to property lines starting at Man-O-War to I-75 bridge.
- Mow one mower width along trail and around benches along trail from I-75 bridge to Walnut Grove Lane with expanded mowing and trimming next to Polo Club.

GLEN LOCHDALE TRAIL:

- Mow and trim to property lines.

LEESWAY TRAIL:

- Mow one mower width along south side of trail. Mow and trim to property lines the rest of the trail.

LEGACY TRAIL: Trails - string trimming around tree will be done only on the written request by the Division of Parks and Recreation. Legacy Trail consist of several different locations.

- Trail head at Berea Rd and Iron Works Pike: See map. Turf mow six (6) feet to eight (8) feet wide on south side of driveway going to the parking lot. Mow and trim entrance and median to the driveway. Mow north side of driveway and parking lot and trail according to map.
- Main section of trail starting near Spindle Top going to the stopping point at the bridge by Cold Stream Park after going through the tunnel at I75. Mow six (6) feet to eight (8) feet wide along trail and around benches and next to all planting beds. Sting trim according to bid specifications including around bridges.
- Section of trail starting Citation Blvd and Newtown Pike, along Newtown Pike and ending at bridge. See map for bridge location. Sting trim according to bid specifications.
- Section of trail starting Citation Blvd and Newtown Pike, along Newtown Pike and ending at bridge. See map for bridge location. Turf mow six (6) feet to eight (8) feet wide along trail and around benches. Sting trim according to bid specifications.
- Section of trail starting at 6th Street going to Bellaire including section from Loudon Avenue. Mow and trim to property lines. Be careful trimming fences next to the police paddocks when horses are in the field.

Town Branch Trail:

- Mow and trim to property lines. Contact mowing supervisor prior to mowing around natural area in Townbranch section 2.

Squires Rd Trail:

- Mow and trim to property lines.

Waveland Rd Trail:

- Starting at Mill Pond Rd mow according to map and then turf mow six (6) feet to eight (8) feet wide along trail to Winthrop Drive.

BEAUMONT PRESERVE PARK:

- Turf mowing will consist of the following areas: Reference map Beaumont Preserve.
 1. Turf mow eight (8') to ten (10) feet wide on each side of the trail.
 2. On the south & west side mowing from the trail to residential property lines will be turf mowed.
 3. Turf mow and string trimming along the fence line between the park and Cardinal Run Trail. Three mower widths from fence.
 4. Turf mow along Allegheny Way will begin at the Street and continue to the back side of the berm.
 5. Turf mow pathways within natural area next to properties along Rosewell Drive in the back of the Preserve.
 6. Follow string trimming specification around benches and obstacles preventing damage to tree trunks per trimming specifications.

LIBERTY PARK:

- Turf mowing will consist of the following areas: Reference maps Liberty Park North, Liberty Park South and substation. Follow trimming specifications to prevent damage to tree trunk.
 1. Turf mow along Flying Ebony from the creek line to the roadway.
 2. Center section other side of small bridge next to Flying Ebony. Turf mow six (6) feet to eight (8) feet wide width on each side of the trail, next going under bridge on Star Shoot with mowing one width all the way to the substation next to Man O War.
 3. Turf mow each of the four (4) corners of the Star Shoot bridge.
 4. Turf mow along Star Shoot right of way and other side of sidewalk two mower widths. See map. Turf mow along Liberty Rd. right of way and twelve (12) to fifteen (15) feet wide on other side of sidewalk.
 5. Turf mow twelve (12) to fifteen (15) feet wide along Red Leaf to 2737 Red Leaf Dr.
 6. Be aware of the No mow zone near the newly planted trees.
 7. String trim around all small bridges and Star Shoot bridge.
 8. Mow and trim trail south Man O War.

CARDINAL RUN:

- Turf mowing will include of the following areas:
 1. Turf mowing and string trimming on both sides of the farm fence along the asphalt trail on the West side of the park.
 2. The baseball league will mow inside the fence on the ball fields.
 3. String trim the ball field fence lines on the park side only.
 4. Turf mow six (6) to eight (8) feet on other side of fence next to New Circle Rd.

GRATZ PARK: Brick sidewalks are fragile please be spray with approved herbicide.

LANSDOWNE – MERRICK PARK:

- Turf mowing will include the following areas: Reference 2 maps for Lansdowne (North & South).
- North Side next to 3057 and 3082 Montavesta Rd.
 1. Mow and string trim around guard rails.
 2. Leave a three (3) to five (5) feet No Mow Zone area next to the creek.
- South Side between 3222 Montavesta Rd and creek line.
 1. Turf mow or string trim ten (10) feet from edge of side walk going down the hillside. See map for the natural area on where not to mow.

DOWNTOWN DISTRICT PARKS:

- Keep all Grass and debris out of fountains and beds.

BASE BALL FIELDS:

- Listed below are parks where the league will mow. All other fields the contractor will mow.
 1. Cardinal Run Park
 2. Constitution Park (league will mow 2 fields on south side of park. ***Field on north side of park will be mowed by contractor. Please include this field in your bid.***)
 3. Ecton Park
 4. Kenawood Park
 5. Lansdowne Merrick

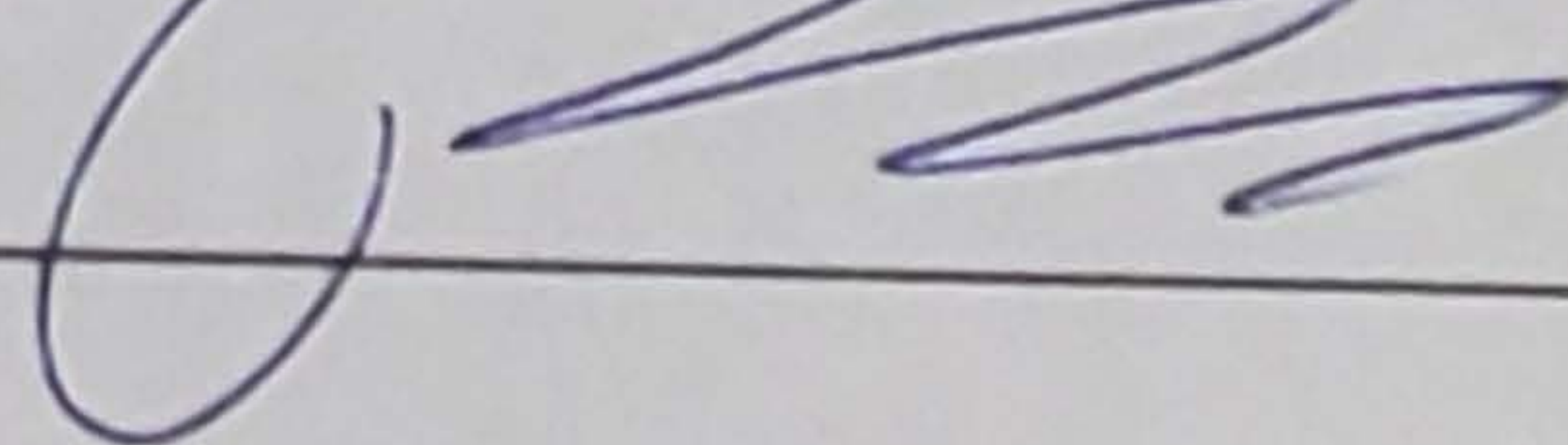
MOWED PATHWAYS IN NATURALIZED PARKS: to be maintained on park mowing schedule.

- Beaumont Preserve
- Belleau Woods
- Dogwood Trace
- Garden Springs
- Heartland
- Higbee Mill
- Kirklevington
- Lansdowne Merrick
- Liberty
- Marlboro
- Wellington

AFFIDAVIT

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

1. His/her name is Matthew Hughes and he/she is the individual submitting the bid or is the authorized representative of McGee Springs Inc. 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 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 and 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. Matthew Hughes 

STATE OF Kentucky

COUNTY OF Jessamine

The foregoing instrument was subscribed, sworn to and acknowledged before me by Matthew Hughes on this the 14th day of November, 2022

My Commission expires: 10-21-2025



JACKIE A. JACKSON
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES 10.21.25
NOTARY ID# KYNP37958

Jackie A. Jackson
NOTARY PUBLIC, STATE AT LARGE ID # KYNP37958

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

**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Required:

ALL costs for a District shall be filled in. Otherwise, that District is invalid and will be marked as a No Bid.

Totals for Mowing cost, String Trimming, and Edging cost and District totals will automatically calculate.

Cardinal Run District			Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
1	Addison Park	1150 Garrison Ave.	7.29	54,883.20	240.00	90.00	45.00	0.81
2	Beaumont Park	2034 Williamsburg Rd.	8.17	766.74	245.00	100.00	25.00	0.81
3	Beaumont Preserve	2020 Allengheny Way	5.82	35,203.53	145.00	80.00	45.00	0.81
4	Burley Park	301 Burley Ave.	0.13	5,977.21	50.00	10.00	10.00	0.81
5	Cardinal Run South	2000 Parkers Mill Rd.	25.90	299,623.00	855.00	140.00	140.00	0.81
6	Cross Keys Park	1240 Cross Keys Rd.	3.54	22,798.00	155.00	80.00	45.00	0.81
7	Gardenside Park	1835 Yorktown Rd.	2.79	1,057.00	120.00	100.00	65.00	0.81
8	Lou Johnson Park	190 Prall St.	1.13	15,915.16	60.00	30.00	25.00	0.81
9	Pine Meadows Park	1631 Tazwell Dr.	1.54	16,540.00	70.00	35.00	25.00	0.81
10	Preston Springs Park	1937 Dunkirk Dr.	0.82	626.00	70.00	10.00	10.00	0.81
11	Valley Park	2077 Cambridge Dr.	13.32	124,626.00	445.00	140.00	80.00	0.81
12	Wolf Run Park	1616 Maywick View Ln.	7.27	34,524.00	290.00	110.00	80.00	0.81
A	Mason Headley - ROW	Picadome Golf Course	1.17	0.00	140.00	30.00	-	0.81
Totals			78.890	612,539.84	2,885.00	955.00	595.00	
Cardinal Run District Total						\$	4,435.00	

**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Douglas District - A			Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
1	Brucetown Park	770 Florida St.	0.31	4,391.00	40.00	10.00	10.00	0.81
2	Carver Art Center	522 Patterson St.	0.64	33,792.00	70.00	40.00	40.00	0.81
4	Coolavin Park	550 W. Sixth St.	11.02	93,085.00	400.00	120.00	80.00	0.81
5	Douglass Park	726 Georgetown St.	17.18	233,850.00	600.00	165.00	110.00	0.81
6	Dunbar Center	545 N. Upper St.	0.29	40,924.00	50.00	10.00	10.00	0.81
7	Duncan Park	530 N. Limestone	3.56	57,055.00	135.00	50.00	65.00	0.81
8	Thompson Road Park	319 Thompson Rd.	0.09	5,604.00	20.00	10.00	10.00	0.81
9	Whitney Young Park	1003 St. Martins Ave.	9.06	43,975.00	290.00	65.00	10.00	0.81
Totals			42.15	512,676.00	1,605.00	470.00	335.00	
Douglas District - A Total						\$	2,410.00	

Douglas District - B			Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
1	Constitution Park	1970 Old Paris Rd.	17.52	176,243.00	575.00	175.00	75.00	0.81
2	Elkhorn Park	444 Cane Run Rd.	4.00	5,493.00	140.00	50.00	20.00	0.81
3	Green Acres Park	1560 LaSalle Rd.	4.90	27,264.00	165.00	75.00	70.00	0.81
4	Marlboro Park	561 Benton Rd.	6.90	40,204.00	235.00	100.00	25.00	0.81
5	Martin Luther King Park	1625 McCullough Dr.	17.88	195,199.00	615.00	165.00	70.00	0.81
6	Mary Todd Park	525 Rogers Rd.	12.02	129,682.00	430.00	130.00	130.00	0.81
Totals			63.22	574,085.00	2,160.00	695.00	390.00	0.81
Douglas District - B Total						\$	3,245.00	

**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Downtown District			Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
1	Charles Young Park	215 Midland Ave.	2.72	46,163	125.00	45.00	65.00	0.81
2	Gratz Park	250 W. Third St.	1.47	10,695	60.00	65.00	35.00	0.81
3	Issac Murphy Memorial Garden	577 E. Third St.	0.30	10,416	30.00	15.00	20.00	0.81
4	Latrobe Ct - Park	350 Latrobe Ct.	0.19	0	30.00	20.00	-	0.81
5	Northeastern Park	140 Northeastern Ave.	0.65	3,007	50.00	40.00	20.00	0.81
6	Phoenix Park	100 East Main St.	0.11	24,191	30.00	30.00	20.00	0.81
7	Thoroughbred Park	121 Midland Ave.	2.25	58,243	165.00	165.00	130.00	0.81
8	Old Vine and Vine - Median	Intersection of Vine and C	0.11	0	30.00	10.00	10.00	0.81
	Water Street and E Vine - Median	South End of Water St.	0.20	0	30.00	10.00	10.00	0.81
Totals			8.00	152,715.00	550.00	400.00	310.00	
Downtown District Total						\$	1,260.00	

Jacobson District			Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
1	Athens Complex	5780 Boonesboro Rd	11.230	99,181.00	475.00	150.00	110.00	0.81
2	Buckhorn Park	3318 Buckhorn Dr.	1.080	9,840.00	50.00	20.00	20.00	0.81
3	Caden Lane - Property	705 Caden Ln.	0.560	4,947.00	40.00	20.00	20.00	0.81
4	Idle Hour Park and Center	212 St Ann Drive	14.220	182,079.00	600.00	170.00	95.00	0.81
5	Liberty Park	2515 Liberty Rd.	9.770	108,573.00	250.00	75.00	50.00	0.81
6	Mapleleaf Forest Park	3161 Mapleleaf Dr.	2.810	4,421.12	100.00	35.00	50.00	0.81
7	Mt. Tabor Park	550 Elk Lake Dr.	9.210	85,956.00	380.00	135.00	50.00	0.81
8	Pleasant Ridge Park	1350 Pleasant Ridge Dr	11.000	27,814.00	370.00	75.00	85.00	0.81
9	Woodhill Park	457 Larkwood Dr.	8.660	35,593.00	390.00	95.00	65.00	0.81
Totals			68.540	558,404.12	2,655.00	775.00	545.00	0.81
Jacobson District Total						\$	3,975.00	

**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Masterson District			Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
1	Highlands Park	1991 Mark Ave.	7.690	47,756	275.00	125.00	70.00	0.81
2	Masterson Hills Park	277 Lucille Dr.	1.62	20,349	75.00	30.00	30.00	0.81
3	Meadowthorpe Park	333 Larch Ln.	3.400	58,426	135.00	90.00	15.00	0.81
4	Oakwood Park	1050 Briarwood Dr.	4.200	23,076	210.00	55.00	10.00	0.81
5	Speigle Heights Park	424 Speigle St.	1.070	10,876	60.00	50.00	50.00	0.81
6	Boston Rd Trail		0.460	16,076	40.00	25.00	-	0.81
7	Brighton East Trail		3.640	109,090	165.00	75.00	60.00	0.81
8	Glen Lochdale Trail		6.660	36,371	335.00	85.00	-	0.81
9	Leesway Trail		1.450	9,499	70.00	45.00	20.00	0.81
10	Legacy Trail		9.040	187,289	645.00	170.00	35.00	0.81
11	Town Branch Trail		11.860	98,774	670.00	145.00	35.00	0.81
12	Squires Trail		2.810	87,724	165.00	60.00	40.00	0.81
13	Waveland Rd Trail		0.700	25,434	60.00	30.00	15.00	0.81
Totals			54.600	730,740	2,905.00	985.00	380.00	
Masterson District Total						\$	4,270.00	

**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Northbase District - A			Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
1	Bell House	545 Sayer Ave	3.30	19,828.67	145.00	80.00	45.00	0.81
2	Castlewood Park	201 Castlewood Dr.	23.02	173,364.00	830.00	275.00	165.00	0.81
4	Dixie Park	1850 Eastland Pkwy.	6.50	22,758.00	245.00	100.00	80.00	0.81
5	Eastland Park	729 Roland Ave	0.75	1,835.00	50.00	15.00	10.00	0.81
7	Johnson Heights Park	846 Johnsdale Dr.	6.83	25,480.00	290.00	60.00	25.00	0.81
8	Kenawood Park	612 Bryanwood Pkwy.	5.10	47,492.00	240.00	135.00	80.00	0.81
Totals			45.50	290,757.67	1,800.00	665.00	405.00	
Northbase District - A Total						\$	2,870.00	

Northbase District - B			Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
3	Clay's Spring Park	200 Clinton Rd.	1.10	1,058.39	40.00	25.00	25.00	0.81
6	Ecton Park	956 Turkey Foot Rd.	7.70	69,816.67	300.00	90.00	90.00	0.81
9	Kenwick Park & Com. Center	312 Owsley Ave	0.21	10,757.00	40.00	10.00	15.00	0.81
10	Lakeview Park	350 Lakeshore Dr.	3.18	22,502.64	115.00	75.00	40.00	0.81
11	Lansdowne-Merrick Park	3190 Monta Vesta Dr.	18.73	107,499.00	630.00	275.00	130.00	0.81
12	Woodland Park	601 E. High St.	14.16	166,398.00	500.00	135.00	110.00	0.81
13	Zandale Park	750 Zandale Dr.	2.03	1,879.35	70.00	35.00	10.00	0.81
Totals			47.11	379,911.05	1,695.00	645.00	420.00	0.81
Northbase District - B Total						\$	2,760.00	

**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Shillito District - A			Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	65	/ 1000 Feet
1	Dogwood Trace Park	2393 Dogwood Trace	7.28	34,154.12	260.00	140.00	50.00	0.81
2	Harrods Hill Park	3308 Ridge Cane Rd.	11.24	49,818.00	400.00	130.00	65.00	0.81
3	Higbee Mill Park	1421 Higbee Mill Rd.	5.38	33,390.00	230.00	110.00	40.00	0.81
4	Stonewall Park	3205 Comwall Dr	1.44	10,145.00	70.00	40.00	40.00	0.81
5	Waverly Park	4244 Southmoor Park	7.77	65,985.00	290.00	75.00	35.00	0.81
6	Wellington Park	565 Wellington Way	24.40	134,634.00	770.00	200.00	110.00	0.81
7	Moon Dance	1152 Monanch St.	1.20	16,443.00	85.00	55.00	55.00	0.81
Totals			58.71	344,569.12	2,105.00	750.00	395.00	0.81
Shillito District - A Total						\$	3,250.00	

Shillito District - B			Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
1	Elizabeth St. Park	1420 Elizabeth St.	2.61	12,929.00	90.00	50.00	15.00	
2	Garden Springs Park	2005 Dogwood Dr.	5.36	27,963.00	230.00	145.00	40.00	
3	Hill-N-Dale Park	2351 Maplewood Dr.	1.66	10,809.23	80.00	40.00	20.00	
4	Kirklevington Park	396 Redding Rd.	23.68	166,185.00	925.00	220.00	195.00	
5	Southland Park	625 Hill-N-Dale Rd.	7.94	112,877.00	350.00	155.00	70.00	
6	Wildwood Park	3434 Greenlawn Dr.	4.16	7,647.00	180.00	70.00	35.00	
Totals			45.41	338,410.23	1,855.00	680.00	375.00	
Shillito District - B Total						\$	2,910.00	

**Parks and Recreation
2020 Mowing Bid
Price Sheet for Parks**

Veterans District			Mowable	Square Feet		String Trimming:		Mowing cost
	Park Name	Location	Acres	Hardscapes	Mowing cost / park	cost / park	Edging cost / park	/ 1000 Feet
1	Armstrong Mill	1301 Armstrong Mill Rd.	3.220	14,954.40	165.00	60.00	60.00	0.81
2	Belleau Woods Park	3770 Forest Green Dr.	13.870	42,927.00	460.00	95.00	80.00	0.81
3	Berry Hill Park	3489 Buckhorn Dr.	6.780	97,704.00	230.00	90.00	40.00	0.81
4	Donaldson Park	9790 Tates Creek Rd.	0.390	5,495.53	40.00	25.00	20.00	0.81
5	Gainesway Park	3495 Appian Way	13.490	94,742.42	440.00	145.00	85.00	0.81
6	Hartland Park	3701 Kenesaw Dr.	15.320	30,571.10	500.00	130.00	65.00	0.81
7	Meadowbrook Park	372 Harvard Lane	4.380	49,150.31	155.00	70.00	25.00	0.81
8	River Hill Park	380 Crosby Dr.	10.800	72,515.51	365.00	120.00	75.00	0.81
9	Southpoint Park	4496 Graves Dr.	3.100	24,199.32	190.00	50.00	10.00	0.81
Totals			71.350	432,259.59	2,545.00	785.00	460.00	
Veterans District Total						\$	3,790.00	

Bush Hog			Bush Hog	
	Park Name	Location	Acres	Mowing cost / park
1	Beaumont Preserve	2020 Allengheny Way	9.420	
2	Liberty Park	2515 Liberty Rd.	22.010	
3	Davis Bottoms Park	711 Oliver Lewis Way	7.000	
Bush Hog Total			38.430	\$ -



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greater Lexington Ins. Agency, Inc. 1066 Wellington Way Lexington KY 40513-1200	CONTACT NAME: Wendy Slone PHONE (A/C. No. Ext): (859) 224-2477 E-MAIL ADDRESS: wslone@greaterlexins.com	FAX (A/C. No.):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED McGee Springs, Inc and Black Bear LLC 136 MacArthur Ct Nicholasville KY 40356	INSURER A: Owners Ins Co		32700
	INSURER B: Kentucky AGC SIF		9005
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: Cert ID 31022

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		52417390	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4941739000	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4941739001	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	19560	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 4,500,000 E.L. DISEASE - EA EMPLOYEE \$ 4,500,000 E.L. DISEASE - POLICY LIMIT \$ 4,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is recognized as Additional Insured in regard to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Lexington Fayette Urban County Government 200 E Main St Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD