



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: September 3, 2025

INVITATION TO BID #104-2025 HALEY PIKE LANDFILL MOWING

Bid Opening Date: September 17, 2025

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 **September 17, 2025**. 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: 4216 Hedger Lane, Lexington, KY

☒ Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Check One:	Proposed Delivery: 7 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? _____ Yes _____ No		

↳ unsure and can discuss.

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

Submitted by:

Aphix
Firm Name

390 Paynes Depot Rd
Address

Lexington, KY 40511
City, State & Zip

Bid must be signed:

[Signature]
Signature of Authorized Company Representative – Title

Adam Stuart
Representative's Name (Typed or printed)

859-699-9346
Area Code - Phone - Extension

astuart@aphix.com
Fax #

astuart@aphix.com
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, Adam Stuart, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Adam Stuart and he/she is the individual submitting the bid or is the authorized representative of APHIX, LLC the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. 

STATE OF

Kentucky

COUNTY OF

Scott

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Adam Stuart on this the 16th day
of September, 2025

My Commission expires: 7/25/28



Karen Christy Wilkes
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 X 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 Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- 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 Procurement. 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.
- 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 contractor is required to comply to the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

- 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The initial term of this agreement shall be from the date of acceptance of this contract by the Lexington-Fayette Urban County Government until **12/31/2027**. This agreement may be automatically extended for an additional **(2)-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 Procurement.

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

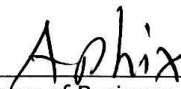
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate 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.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. 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 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.



Signature



Name of Business

GENERAL PROVISIONS OF BID CONTRACT

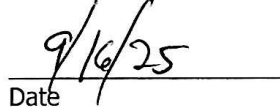
By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

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 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.


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) Notwithstanding, the foregoing, with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and 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, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.
- (4) 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.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) 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

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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

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 or services 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
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella 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. 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. 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.
- d. 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 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. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

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

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

Consultant 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

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

00410168

Haley Pike Landfill Property - Mowing Needs

Scope of work:

Seeking a contractor to bush hog, mow and trim the Haley Pike Landfill Facility located at 4216 Hedger Ln. Also include pricing for spot spraying heavy Johnson grass areas.

1. This unit price contract will be by area per mowing/trimming/spraying. Typical number of services needed per calendar year or growing season is noted below by area. The mowing season is expected to begin in April and continue through the month of October. However, these dates and/or number of mowing events may be altered at the discretion of the Division of Waste Management in the event of atypical weather or as otherwise needed.
2. Contractor will use the following specifications to submit a unit cost for performing a mowing service per area. (see attached aerial map):
 - **Area A Irrigation fields:** Bush hogged the entire area, string trim around the spray heads monthly during growing season. Typically, this is 7 events per calendar year. Approximately +/- 30 to 35 acres.
 - **Area B Scale-house:** Lawn areas will need to be finish mowed and string trimmed weekly for an estimated 28 events per growing season. approximately +/- 2 acres.
 - **Area C Wetland Treatment area:** As noted on map including basin dam, and areas around all sampling points and wells will be bush hogged and string trimmed monthly during growing season. Typically, this is 7 events per calendar year. Approximately +/- 10 to 15 acres
 - **Area D remainder of the landfill not noted above:** open fields, Model Airplane Club area and closed landfill areas, approximately +/- 430 acres. bush hogged 4 times per year as noted: First event - early to mid-April, Second event - late May/early June, Third event – late July/early August and last mowing for the year around late September/early October.

LFUCG reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.

3. The areas that are to be bush hogged and mowed are approximately 480 acres in total. See attached map for areas.
4. It should also be known that on the landfill area there are numerous methane vents, diversion berms, rock lined drainage ditches, down drains, drain pipe openings, headwalls, and roadway edges that have to be trimmed around as well as mowed around.

- a. **IMPORTANT:** It is advised that interested contractors visit the site and review these hazardous mowing areas and obstacles prior to bidding. Contact Richard Boone at (859) 519-5981 for scheduling.
 - b. All bid questions must be submitted in the Ionwave online website <https://lexingtonky.ionwave.net>.
5. Term: Initial contract term will begin upon award and expire 12/31/2027, with an additional two (1) calendar year automatic renewals.
 6. Aerial map of area attached in Ionwave

BID PRICING MUST BE ENTERED IN IONWAVE

MOWING/BUSH HOGGING/STRING TRIMMING AS NOTED ABOVE:

AREA UOM

A \$650⁰⁰ Each
 B \$149⁰⁰ Each
 C \$250⁰⁰ Each
 D ~~\$8,575~~ Each
 8,575.00

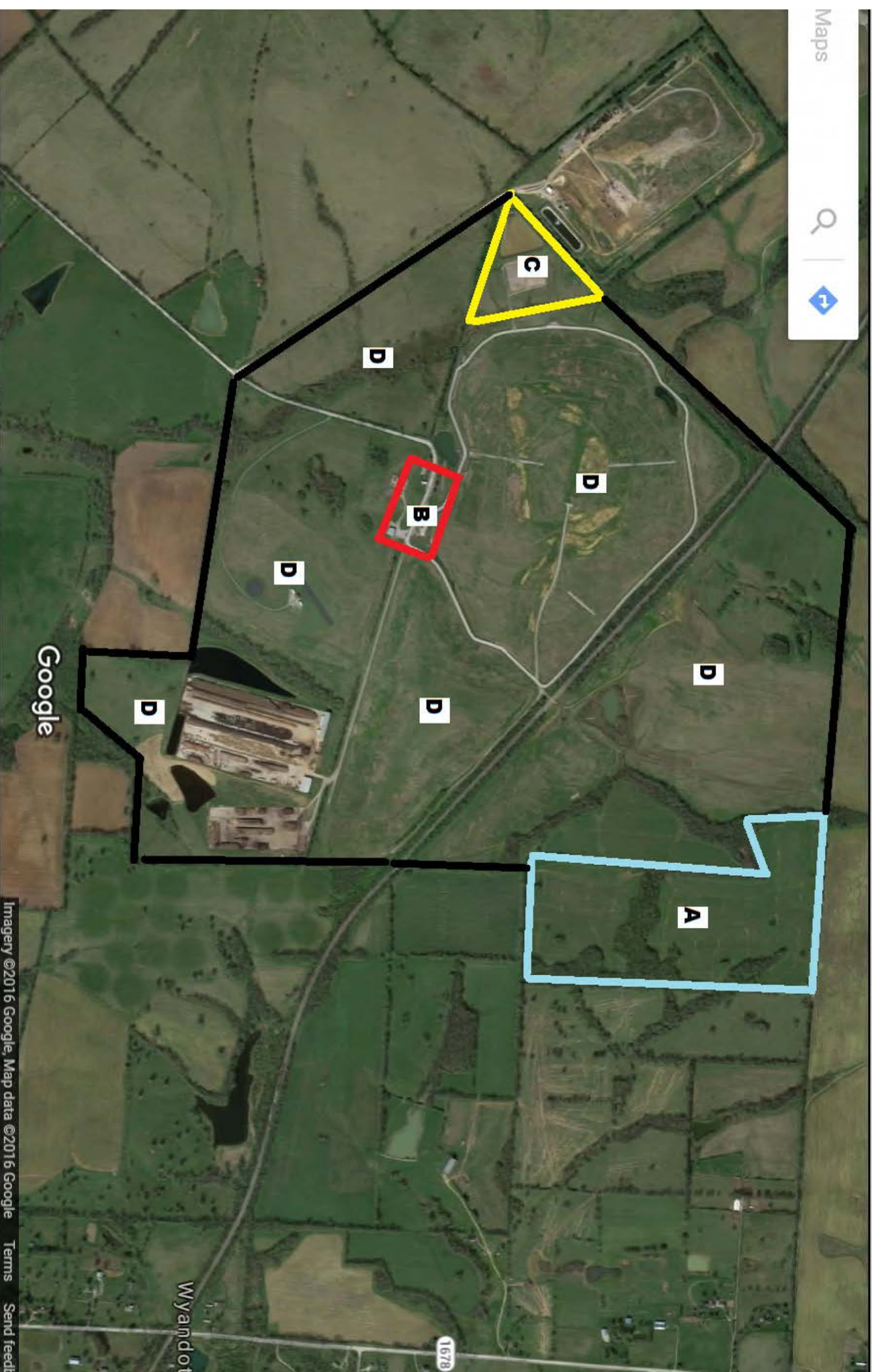
SPOT SPRAYING

ITEM UOM

Labor Hour 45
 Chemicals Gallon 60

****Specify below the chemicals/mix you are proposing to use and include MSDS sheet in your response:**

Glyphosate



SAFETY DATA SHEET



ROUNDUP QUIKPRO™ HERBICIDE

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SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier

Trade name	ROUNDUP QUIKPRO™ HERBICIDE
Product code (UVP)	86809095
SDS Number	102000037606
EPA Registration No.	524-535

Relevant identified uses of the substance or mixture and uses advised against

Use	Herbicide
Restrictions on use	See product label for restrictions.
Information on supplier	
Supplier	Bayer Environmental Science A division of Bayer CropScience LP 5000 Centregreen Way, Suite 400 Cary, NC 27513 USA
Responsible Department	Email: SDSINFO.BCS-NA@bayer.com
Emergency telephone no.	
Emergency Telephone Number (24hr/ 7 days)	1-800-334-7577
Product Information Telephone Number	1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200

Specific target organ toxicity - repeated exposure: Category 2

Labelling in accordance with regulation HCS 29CFR §1910.1200



Signal word: Warning

Hazard statements

May cause damage to organs (Eyes, Kidney) through prolonged or repeated exposure.

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Precautionary statements

Do not breathe dust.
Get medical advice/ attention if you feel unwell.
Dispose of contents/container in accordance with local regulation.

Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.
No health hazards not otherwise classified.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Concentration % by weight
Ammonium salt of glyphosate	114370-14-8	73.3
Diquat dibromide	85-00-7	2.9
Polyether modified trisiloxane	134180-76-0	14.1

SECTION 4: FIRST AID MEASURES

Description of first aid measures

General advice	When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment.
Inhalation	Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately.
Skin contact	Wash off immediately with plenty of water for at least 15 minutes. Take off contaminated clothing and shoes immediately. Call a physician or poison control center immediately.
Eye contact	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended.

Most important symptoms and effects, both acute and delayed

Symptoms To date no symptoms are known.

Indication of any immediate medical attention and special treatment needed

Risks This product is not a cholinesterase inhibitor.

Treatment Treatment with atropine and oximes is not indicated. Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended.

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SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.

Unsuitable High volume water jet

Special hazards arising from the substance or mixture In the event of fire the following may be released: Carbon monoxide (CO), Carbon dioxide (CO₂), Nitrogen oxides (NO_x), Oxides of phosphorus

Advice for firefighters

Special protective equipment for firefighters In the event of fire and/or explosion do not breathe fumes. Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing. Equipment should be thoroughly decontaminated after use.

Further information Keep out of smoke. Fight fire from upwind position. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.

Flash point Not applicable

Auto-ignition temperature No data available

Lower explosion limit Not applicable

Upper explosion limit Not applicable

Explosivity Not explosive

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Precautions Use personal protective equipment. Keep unauthorized people away. Avoid contact with spilled product or contaminated surfaces.

Methods and materials for containment and cleaning up

Methods for cleaning up Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Collect and transfer the product into a properly labelled and tightly closed container. Keep in suitable, closed containers for disposal. Clean contaminated floors and objects thoroughly, observing environmental regulations.

Additional advice Use personal protective equipment. If the product is accidentally spilled, do not allow to enter soil, waterways or waste water canal. Do not allow product to contact non-target plants.

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Reference to other sections Information regarding safe handling, see section 7.
Information regarding personal protective equipment, see section 8.
Information regarding waste disposal, see section 13.

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Avoid contact with skin, eyes and clothing. Ensure adequate ventilation.

Hygiene measures Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.
Remove Personal Protective Equipment (PPE) immediately after handling this product. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing. Keep working clothes separately. Garments that cannot be cleaned must be destroyed (burnt).

Conditions for safe storage, including any incompatibilities

Requirements for storage areas and containers Store in original container. Store in a cool, dry place and in such a manner as to prevent cross contamination with other crop protection products, fertilizers, food, and feed. Store in a place accessible by authorized persons only. Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode. Protect from freezing. Partial crystallization may occur on prolonged storage below the minimum storage temperature. Freezing will affect the physical condition but will not damage the material. Thaw and mix before using.

Advice on common storage Keep away from food, drink and animal feedingstuffs.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Components	CAS-No.	Control parameters	Update	Basis
Diquat dibromide (Inhalable fraction.)	85-00-7	0.5 mg/m3 (TWA)	03 2014	ACGIH
Diquat dibromide (Respirable fraction.)	85-00-7	0.1 mg/m3 (TWA)	03 2014	ACGIH
Diquat dibromide	85-00-7	0.5 mg/m3 (REL)	2010	NIOSH
Diquat dibromide	85-00-7	0.5 mg/m3 (TWA)	06 2008	TN OEL
Diquat dibromide	85-00-7	0.5 mg/m3 (TWA PEL)	08 2010	US CA OEL

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(Total dust.)				
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Exposure controls

Personal protective equipment

In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the following recommendations would apply.

Respiratory protection

When respirators are required, select NIOSH approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industry recommendations.

Hand protection

Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. Also take into consideration the specific local conditions under which the product is used, such as the danger of cuts, abrasion, and the contact time.
Chemical-resistant gloves (barrier laminate, butyl rubber, nitrile rubber or Viton)
Wash gloves when contaminated. Dispose of when contaminated inside, when perforated or when contamination on the outside cannot be removed. Wash hands frequently and always before eating, drinking, smoking or using the toilet.

Eye protection

Use tightly sealed goggles and face protection.

Skin and body protection

Wear long-sleeved shirt and long pants and shoes plus socks.

General protective measures

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water.
Keep and wash PPE separately from other laundry.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Form	small rod
Colour	light yellow to brown
Odour	slight
Odour Threshold	No data available
pH	3.7 (10 g/l)
Melting point/range	No data available
Boiling Point	No data available
Flash point	Not applicable
Flammability	No data available

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Auto-ignition temperature	No data available
Minimum ignition energy	Not applicable
Self-accelarating decomposition temperature (SADT)	No data available
Upper explosion limit	Not applicable
Lower explosion limit	Not applicable
Vapour pressure	No data available
Evaporation rate	No data available
Relative vapour density	No data available
Relative density	No data available
Density	No data available
Bulk density	0.68 g/ml (bulk density tapped)
Water solubility	soluble
Partition coefficient: n-octanol/water	Glyphosate: log Pow: -2.9 Diquat dibromide: log Pow: -4.6
Viscosity, dynamic	No data available
Viscosity, kinematic	No data available
Oxidizing properties	No oxidizing properties
Explosivity	Not explosive
Other information	Further safety related physical-chemical data are not known.

SECTION 10: STABILITY AND REACTIVITY

Reactivity

Thermal decomposition	Stable under normal conditions.
Chemical stability	Stable under recommended storage conditions.
Possibility of hazardous reactions	Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode.

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Conditions to avoid	Extremes of temperature and direct sunlight.
Incompatible materials	Galvanised steel, Unlined mild steel
Hazardous decomposition products	No decomposition products expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes	Skin contact, Eye contact, Inhalation
Immediate Effects	
Eye	May cause mild irritation to eyes.
Skin	Not expected to produce significant adverse effects when recommended use instructions are followed.
Ingestion	Harmful if swallowed.
Inhalation	Harmful if inhaled.
Information on toxicological effects	
Acute oral toxicity	LD50 (Rat) 4,443 mg/kg
Acute inhalation toxicity	LC50 (Rat) > 0.99 mg/l Exposure time: 4 h Determined in the form of liquid aerosol. Highest attainable concentration.
Acute dermal toxicity	LD50 (Rat) > 5,000 mg/kg
Skin corrosion/irritation	Slight irritant effect - does not require labelling. (Rabbit)
Serious eye damage/eye irritation	Moderate eye irritation. (Rabbit)
Respiratory or skin sensitisation	Skin: Non-sensitizing. (Guinea pig) OECD Test Guideline 406, Buehler test

Assessment STOT Specific target organ toxicity – single exposure

Glyphosate: Based on available data, the classification criteria are not met.
Diquat dibromide: May cause respiratory irritation.

Assessment STOT Specific target organ toxicity – repeated exposure

Glyphosate did not cause specific target organ toxicity in experimental animal studies.
Diquat dibromide caused specific target organ toxicity in experimental animal studies in the following organ(s): Eyes, Kidney. Diquat dibromide caused Cataract in animal studies.

Assessment mutagenicity

Glyphosate was not mutagenic or genotoxic in a battery of in vitro and in vivo tests.
Diquat dibromide was not mutagenic or genotoxic in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Glyphosate was not carcinogenic in lifetime feeding studies in rats and mice.

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Important comment to IARC Listing:, Our expert opinion is that classification as a carcinogen is not warranted.

Diquat dibromide was not carcinogenic in lifetime feeding studies in rats and mice.

ACGIH

Diquat dibromide 85-00-7 Group A4

NTP

None.

IARC

Ammonium salt of glyphosate 114370-14-8 Overall evaluation: 2A

OSHA

None.

Assessment toxicity to reproduction

Glyphosate did not cause reproductive toxicity in a two-generation study in rats.

Diquat dibromide did not cause reproductive toxicity in a two-generation study in rats.

Assessment developmental toxicity

Glyphosate did not cause developmental toxicity in rats and rabbits.

Diquat dibromide caused developmental toxicity only at dose levels toxic to the dams. The developmental effects seen with Diquat dibromide are related to maternal toxicity.

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to fish

LC50 (Oncorhynchus mykiss (rainbow trout)) 5.4 mg/l
static test; Exposure time: 96 h
Test conducted with a similar formulation.

LC50 (Lepomis macrochirus (Bluegill sunfish)) 12.1 - 21.5 mg/l
static test; Exposure time: 72 h
The value mentioned relates to the active ingredient diquat dibromide.

LC50 (Oncorhynchus mykiss (rainbow trout)) 14.8 mg/l
static test; Exposure time: 96 h
The value mentioned relates to the active ingredient diquat dibromide.

Chronic toxicity to fish

Oncorhynchus mykiss (rainbow trout)
flow-through test
NOEC: ≥ 9.63 mg/l
The value mentioned relates to the active ingredient glyphosate.

Toxicity to aquatic invertebrates

EC50 (Daphnia magna (Water flea)) 11 mg/l static test; Exposure time: 48 h
Test conducted with a similar formulation.

EC50 (Daphnia magna (Water flea)) 0.77 - 1.19 mg/l static test;
Exposure time: 48 h

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The value mentioned relates to the active ingredient diquat dibromide.

Chronic toxicity to aquatic invertebrates

EC50 (Daphnia magna (Water flea)): 12.5 mg/l
Exposure time: 21 d
The value mentioned relates to the active ingredient glyphosate.

Toxicity to aquatic plants

EbC50 (Raphidocelis subcapitata (freshwater green alga)) 72.9 mg/l
static test; Exposure time: 72 h
The value mentioned relates to the active ingredient glyphosate.
NOEC (Raphidocelis subcapitata (freshwater green alga)) 26.4 mg/l
static test; Exposure time: 72 h
The value mentioned relates to the active ingredient glyphosate.
EC50 (Raphidocelis subcapitata (freshwater green alga)) 0.0094 mg/l
static test; Exposure time: 96 h
The value mentioned relates to the active ingredient diquat dibromide.

Biodegradability

Glyphosate:
Not rapidly biodegradable
Diquat dibromide:
Not rapidly biodegradable

Koc

Diquat dibromide: Koc: 2184750

Bioaccumulation

Glyphosate: Bioconcentration factor (BCF) < 1
Does not bioaccumulate.
Diquat dibromide: Bioconcentration factor (BCF) 1
Does not bioaccumulate.

Mobility in soil

Glyphosate: Slightly mobile in soils
Diquat dibromide: Immobile in soil

Results of PBT and vPvB assessment

PBT and vPvB assessment

Glyphosate: This substance is not considered to be persistent, bioaccumulative and toxic (PBT). This substance is not considered to be very persistent and very bioaccumulative (vPvB).
Diquat dibromide: This substance is not considered to be persistent, bioaccumulative and toxic (PBT). This substance is not considered to be very persistent and very bioaccumulative (vPvB).

Additional ecological information

No further ecological information is available.

Environmental precautions

Apply this product as specified on the label.
Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark.
Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water.
Retain and dispose of contaminated wash water.

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SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

Product

It is best to use all of the product in accordance with label directions. If it is necessary to dispose of unused product, please follow container label instructions and applicable local guidelines.
Do not contaminate water, food, or feed by disposal.
Follow all local/regional/national/international regulations.

Contaminated packaging

Follow advice on product label and/or leaflet.
Do not re-use empty containers.
Triple rinse containers.
Puncture container to avoid re-use.
Completely empty container into application equipment, then dispose of empty container in a sanitary landfill, by incineration or by other procedures approved by state/provincial and local authorities.
If burned, stay out of smoke.

RCRA Information

Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

SECTION 14: TRANSPORT INFORMATION

49CFR

UN number	3077
Class	9
Packaging group	III
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCES, SOLID, N.O.S. (DIQUAT DIBROMIDE)
RQ	Reportable Quantity is reached with 34,482 lb of product.

IMDG

UN number	3077
Class	9
Packaging group	III
Marine pollutant	YES
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (DIQUAT DIBROMIDE)

IATA

UN number	3077
Class	9
Packaging group	III
Environm. Hazardous Mark	YES
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S.

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(DIQUAT DIBROMIDE)

This transportation information is not intended to convey all specific regulatory information relating to this product. It does not address regulatory variations due to package size or special transportation requirements.

Freight Classification: COMPOUNDS, TREE OR WEED KILLING, N.O.I. other than poison, HAVING A DENSITY OF 20 LBS OR GREATER PER CUBIC FOOT

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 524-535

US Federal Regulations

TSCA list

Polyether modified trisiloxane 134180-76-0

US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)

No export notification needs to be made.

SARA Title III - Section 302 - Notification and Information

Not applicable.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

None.

US States Regulatory Reporting

CA Prop65

This product does not contain any substances known to the State of California to cause cancer.

This product does not contain any substances known to the State of California to cause reproductive harm.

US State Right-To-Know Ingredients

Diquat dibromide 85-00-7 CA, CT, IL, NJ, RI

Environmental

CERCLA

Yes

Diquat dibromide 85-00-7

Listed

Clean Water Section 307(a)(1)

None.

Safe Drinking Water Act Maximum Contaminant Levels

Yes

Diquat dibromide 85-00-7

EPA/FIFRA Information:

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This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information required on the pesticide label:

Signal word: Caution!

Hazard statements: Harmful if swallowed.
Harmful if inhaled.
Causes moderate eye irritation.

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

49CFR	Code of Federal Regulations, Title 49
ACGIH	US. ACGIH Threshold Limit Values
ATE	Acute toxicity estimate
CAS-Nr.	Chemical Abstracts Service number
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
EINECS	European inventory of existing commercial substances
ELINCS	European list of notified chemical substances
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
N.O.S.	Not otherwise specified
NTP	US. National Toxicology Program (NTP) Report on Carcinogens
OECD	Organization for Economic Co-operation and Development
TDG	Transportation of Dangerous Goods
TWA	Time weighted average
UN	United Nations
WHO	World health organisation

NFPA 704 (National Fire Protection Association):

Health - 2 Flammability - 1 Instability - 2 Others -

HMIS (Hazardous Materials Identification System, based on the Third Edition Ratings Guide)

Health - 2 Flammability - 1 Physical Hazard - 2 PPE -

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

Reason for Revision: New Safety Data Sheet.

Revision Date: 10/01/2020

This information is provided in good faith but without express or implied warranty. The customer assumes all responsibility for safety and use not in accordance with label instructions. The product names are registered trademarks of Bayer.



CERTIFICATE OF LIABILITY INSURANCE

3/7/2026

DATE (MM/DD/YYYY)

10/2/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Federated Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 13935
INSURED 1563216 APHIX, LLC 1030 BURLINGTON LN, STE. 1 FRANKFORT, KY 40601-6444		

COVERAGES**CERTIFICATE NUMBER:** 22457621**REVISION NUMBER:** XXXXXXXX

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	1924349	3/7/2025	3/7/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	1924349	3/7/2025	3/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	1924351	3/7/2025	3/7/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$ XXXXXXXX
A	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	N/A	1924350	3/7/2025	3/7/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG) IS NAMED AS AN ADDITIONAL INSURED ON PRIMARY AND NON-CONTRIBUTORY BASIS WITH RESPECT TO GENERAL LIABILITY, AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, AND EXCLUSIONS OF THE POLICIES. NOTICE OF CANCELLATION SHALL BE DELIVERED TO THE CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY TERMS AND CONDITOINS.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**22457621**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)
200 E. MAIN STREET
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

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COMMERCIAL GENERAL LIABILITY
CG 20 38 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II — Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:

Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
3. Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
4. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
5. A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".