



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: January 14, 2026

INVITATION TO BID #11-2026 Mowing for Environmental Services

Bid Opening Date: February 4, 2026

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 **2/4/2026**. 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: Lexington, KY

Check One: ☒ Bid Specifications Met ☐ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u>10</u> 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	

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

Submitted by: Happy's General Contracting

Firm Name

3541 Bay Springs Park

Address

Lexington, KY 40509

City, State & Zip

Bid must be signed:



Signature of Authorized Company Representative – Title

Charles Happy III

Representative's Name (Typed or printed)

859-489-1099

Area Code - Phone – Extension

Fax #

charleshappy1@gmail.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, Happy's General Contracting, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Charles Happy III and he/she is the individual submitting the bid or is the authorized representative of Happy's General Contracting,
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 Fayette

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 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 terms of this agreement shall be for two (2) years from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional two (2) one year renewals. 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

Happy's General Contracting
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

01-20-2026
Date



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
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 (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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. Black American, Asian American, Hispanic American, Native American)

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 Procurement as having the appropriate credentials to make a

determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 11-2026

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE / MBE WBE / VOSB / SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Happy's General Contracting 3541 Bay Springs Park 859-489-1099 Charleshappy1@gmail.com	MBE	Turf Mowing	TBD	100%
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE and veteran 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.

Happy's General Contracting

Company

01-20-2026
Date

Charles Happy III

Company Representative

Owner
Title

**LFUCG MWDBE SUBSTITUTION FORM****Bid/RFP/Quote Reference #** 11-2026

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 the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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. N/A					
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.

Happy's General Contracting
Company
01-26-2026
Date

Charles Happy III
Company Representative
Owner
Title

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	<u>Happy's General Contracting</u>	Date:	<u>01-20-2026</u>
Project Name:	<u>Mowing for Environmental services</u>	Project Number:	<u>11- 2026</u>
Contact Name:	<u>Charles Happy III</u>	Telephone:	<u>859-489-1099</u>
Email:	<u>Charleshappy1@gmail.com</u>		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☐

VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

NO

 Click or tap here to enter text. 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.
- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☒ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good

Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

Happy's General Contracting

Company
01-20-2026

Date

Charles Happy III

Company Representative
Owner

Title

**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)	\$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

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

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.

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ENVIRONMENTAL SERVICES TURF MOWING
Request for Bid #11-2026
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C. Bid Package Detail Information

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D. Mowing Maps

Figure 1 – Zone Map

Detailed Maps (separate files for download on Ionwave)

E. Selection of Contractors

F. Bidder Submittal Forms

A. GENERAL INFORMATION

- Work detailed in this Request for Bid is under the management of Lexington-Fayette Urban County Government's (LFUCG's) Division of Environmental Services (DES). The contact information for the DES Project Manager will be provided at the time of contract approval.
- Please note budget constraints, weather, sale of property, or other factors may occur at any time during a mowing season, which could cause a mowing area to be removed from a bid package or number of mows reduced. Conversely, sale or change in use of property may add or increase area to a bid package.
- This Request for Bid includes mowing of road rights-of-way (ROW), medians, lots, facilities, and water quality lots (including greenways).
- The scope of this work includes: (a) removing litter and debris; (b) mowing (turf and brush cut); (c) string trimming of slopes, fence lines, trees (where applicable), concrete medians, and other hardscapes; (d) edging; (e) removing grass/leaves from hardscapes via blowing, raking, or sweeping; (f) removing clippings blown into landscaped areas; and (g) removing excessively clumped vegetation (clippings and leaves) from vegetated areas.
- This scope of work does NOT include use of herbicide.
- Each of the nine (9) bid packages is a stand-alone package to be awarded separately. It is not LFUCG's intent to split any of the bid packages; however, LFUCG reserves that right should it be in the government's best interest.
- Bidders may choose to bid on one, some, or all of the nine (9) bid packages.
- Review the Mowing Specifications carefully. Failure to follow these specifications may result in delay of payment and/or contract cancellation.
- Review the Bid Package Detail Information and the provided Mowing Maps for valuable detail on the work locations. Bidders are encouraged to visit locations to view the work areas. NOTE: LFUCG will provide a notebook containing one hard copy set of detailed color maps to the Contractor selected for each bid package prior to the start of mowing.

B. MOWING SPECIFICATIONS

B.1 Administrative

- B.1.1 The mowing season will begin April 1st and end November 30th. These dates may be altered at the discretion of the Division of Environmental Services.
- B.1.2 This agreement shall be for a period of two (2) years with an option to renew for two (2) annual renewals if mutually agreed upon by both parties.

- B.1.3 The Contractor hereby agrees to indemnify and hold harmless LFUCG, its employees, and its agents, from any claims or demands whatsoever arising from the Contractor's performance under this contract.
- B.1.4 The Contractor shall keep in force at all times liability insurance in amounts specified herein. The Contractor hereby accepts responsibility for any loss or damage to property owned by LFUCG or the general public caused by the Contractor's employees or agents. Contractor shall replace or repair same at their own cost and expense in like kind and at the direction of the Division of Environmental Services. If damaged property resulting from the Contractor's operations must be repaired or replaced by LFUCG, 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.
- B.1.5 In the event that any trees, shrubs, or other landscaping is hit or damaged by activities associated with this contract, LFUCG's arborist shall inspect for damage and determine the impact to the plant's health. Should the arborist determine the tree or landscaping is damaged beyond repair, the estimated replacement value of the trees, shrubs, or landscaping shall be deducted from the Contractor's payment.
- B.1.6 This contract may be cancelled 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 LFUCG should be sent to the Division of Procurement.
- B.1.7 LFUCG may cancel this contract without notice if the Contractor fails to perform the services herein. In the event of such cancellation, LFUCG may make arrangements as it deems necessary to secure the services specified.
- B.1.8 LFUCG reserves the right to remove a mowing area from a Contractor with five (5) days notice. The bid amount for the package will be reduced by the Contractor's Price per Acre (from the Price Sheet) multiplied by the area removed.
- B.1.9 The failure of either party to insist on strict performance of any of the terms or conditions of this contract shall not be construed as a waiver of the right to insist upon strict enforcement of such provisions in the future.
- B.1.10 LFUCG reserves the right to either offer Contractors additional mowing acreage on existing bid packages based upon geographic location (e.g., North, Southwest, etc.) or seek services from available contractors on the approved list. Pricing shall be computed based upon the Contractor's Price per Acre for that bid package.
- B.1.11 Acreages provided in the bid package information are calculated by delineating areas on LFUCG's Geographic Information System (GIS) and shown on the attached maps. It is the responsibility of the Contractor to review each location

visually prior to submitting a bid to verify mowing area, topography, site constraints, etc. The Contractor is responsible to mow and maintain all of the area listed on the tables and shown on the attached maps (except as described in B.3.10 or B.3.13). Bid package acreages are computed based upon these maps. Delineated areas are based upon GIS parcel line data and visible fence lines. Typically, fence lines provide a visual boundary for ROW mowing. In areas with no fence, the shaded map areas serve as a guide for helping determine the extent of the ROW. This is particularly important on slopes or at bridges, which may be located in wide ROW areas. In some cases, "no mow zones" are accounted for on the maps, but in other locations, "no mow zones" are not accounted for on the maps and must be located in the field.

- B.1.12 Selected contractors shall be prepared to meet the following mowing schedule, evenly staggered to minimize excessive clumping, and provide for a manicured look. Weather conditions may affect the scheduled mows (i.e., dry weather in the summer will likely result in skipped cuts, while wet weather in the spring may require weekly cuts). Funding impacts types of areas differently. Contractors should only bid on packages for which they have adequate resources to meet this schedule and for which they can handle the longer than optimal time periods between mows due to budget constraints.

Estimated Number of Cuts by Portion of Growing Season

Activity	April - June	July - November	Notes
Turf Mowing	9 mows	10 mows	Depends upon budget constraints, funding source, and weather conditions

- B.1.13 The estimated number of cuts per season provided in the above table is not a guarantee of work. Number of cuts is variable and will be determined by the Division of Environmental Services each month depending upon weather and budgetary constraints. A contractor shall not exceed the number of agreed upon mows. LFUCG shall not pay for unauthorized cuts.
- B.1.14 LFUCG may request additional cuts due to special events or other unforeseen circumstances. Contractor is to respond to additional cut requests as soon as possible but no longer than 48 hours. Verified weather conditions at mowing locations may extend contractor response time.
- B.1.15 Bidders shall include with their proposal all of the requested information listed in Section E.
- B.1.16 Bidders shall allow personnel from the Division of Environmental Services and/or the Division of Procurement to inspect the Contractor's equipment and signage prior to the contract being awarded. The Contractor's equipment must be well maintained to operate safely on public property with all appropriate safety guards. If the Division of Environmental Services and/or the Division of Procurement

substantiates that a Contractor's equipment and/or signage does not meet the specification requirements, the Contractor will be eliminated from the bidding process. Inspection results that vary from the submittal information may result in modification (loss or gain) to assigned bid packages.

- B.1.17 The equipment and signage resources, references of past experience with the bidder, previous experience in past mowing contracts with LFUCG, and bidder personnel resources will all be factored into the placement of a contractor with each bid package. The number of bid packages any given contractor receives will be based on bids as well as the level of resources (i.e., equipment and personnel) of each low bidder. Work shall be allocated commensurate with bidders' resources.
- B.1.18 This contract may not be sub-contracted in whole or in part without approval of LFUCG. A copy of any proposed sub-contract shall be submitted, prior to its execution, to LFUCG's Divisions of Procurement and Environmental Services for approval. 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. If a sub-contractor is terminated by the Contractor, the DES Project Manager shall be notified immediately.

B.2 Types of Mowing and Definitions

- B.2.1 Turf mowing with a finishing (i.e., lawn) mower shall be used for the vast majority of the work in this scope. Turf mowing shall provide a clean cut to a **height of 3-4 inches**.
- B.2.2 Brush cut mowing may be used in the bottoms of detention basins or wet greenway areas, in areas where honeysuckle stumps exist, or on roadside sections (i.e., not medians or within 10 feet of sidewalk) of the Citation-Iron Works Bid Package. Brush cut mowing shall provide a clean cut to a **height of 4-5 inches unless requested otherwise**.
- B.2.3 String trimming / weed-eating shall consist of using a string trimmer to cut slopes, around hardscapes, concrete joints, gutter lines, fence lines, and areas that a mower cannot maintain due to stumps or other obstructions.
- B.2.4 Edging shall consist of using a stick edger or string trimmer to create a vertical edge of grass at a curb line or a sidewalk or parking lot edge.
- B.2.5 Terms:
- Hardscapes - any asphalt or concrete surface including but not limited to sidewalks, curbs, gutters, parking lots, roads, etc.
 - Litter / Debris - items that have been discarded, washed, or blown into a work area such as tires, plastic, paper, metal, glass, cans, bottles, etc. Includes

fallen or disposed of brush or limbs up to 6” in diameter. Also includes large rocks and broken off pieces of asphalt or concrete.

- No Mow Zones - areas along streams and drainage areas that will not be mowed. Most of these areas have been planted with native riparian species and are maintained by horticultural contractors. These areas are not to be mowed. Most no mow zones are denoted by green or white thin vertical stakes marked with “stream buffer” or “no mow zone” or by the placement of large rocks or logs at the edge of the zone.
- Obstacles - any objects that stand in the way or holds up the mowing process. This may include but is not limited to, sign posts, light posts, fences, guard rails, headwalls, utility boxes, bridge end abutments, trees, and landscape plantings.
- Rights-of-Way (ROW) - for the purposes of this scope, ROW refers to the public areas along the sides of roads, as a way to differentiate from medians.

B.3 Specifications for Mowing

- B.3.1 Practice safety first. All safety measures, equipment, guards, and chutes shall be in place while mowing. Always mow with the safety of the operator, others, vehicles, and property in mind. Contractors are required to follow OSHA and Department of Transportation regulations regarding employee safety.
- B.3.2 All mowing along roadways shall follow all requirements for traffic control and traffic control devices of the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), published by the Federal Highway Administration.
- B.3.3 Contractor employees must wear HI VISIBILITY clothing (i.e., vest, shirt, or jacket) and proper attire remaining fully dressed during the performance of all work under this contract, whether in a roadway or not. Working without HI VISIBILITY clothing, a shirt, or appropriate closed toe protective footwear is strictly prohibited. Violations of this policy may result in temporary suspension of mowing operations, removal from bid packages, and/or cancelling of the contract.
- B.3.4 Public roads, walkways, and sidewalks shall not be blocked to vehicular or pedestrian traffic while performing mowing operations.
- B.3.5 All mowers used for mowing ROW and medians shall be fitted with mulching blades with the discharge pointing down AND chutes blocked to eliminate projection of grass or debris onto streets. No mowers shall be used on medians and ROW that do not have these protections in place. Blowing grass and debris into the road is a hazard for people and property and will not be tolerated.

B.3.6 All mowing associated with this contract, except areas listed in B.3.7, shall be turf mowing to a grass height between 3 and 4 inches. Cutting too short is prohibited. Scalping shall be avoided.

B.3.7 Brush cut mowing or string trimming may be used instead of turf mowing in the bottom areas of detention basins, in areas where honeysuckle stumps exist, on steep slopes, or on roadside sections (i.e., not medians or within 10 feet of sidewalks) of the Citation-Iron Works Bid Package. Brush cut hog mowing shall provide a clean cut to a height of 4 to 5 inches.

B.3.8 Edging is required to varying degrees depending upon location, as follows:

- Curb lines and sidewalks on Lots, Water Quality Lots, and Facilities shall be initially edged with a stick edger or similar device, and the edge kept clean over time by use of a string trimmer or edger as needed to prevent grass/weeds from growing across the curb or sidewalk.
- Curb lines and sidewalks on Medians and ROW shall be kept clean by string trimming or edging to eliminate grass/weeds growing horizontally across the curb or sidewalk.

B.3.9 This contract requires the Contractor to maintain a clean manicured appearance within the entire mowing area including steep slopes, and includes cutting of weeds and grass via string trimming at the base of fence lines, in joints and cracks, and around obstacles such as utility poles, guardrails, fences, buildings, steps, and headwalls. This includes string trimming and/or blowing or brooming (reminder: no herbicide shall be used) to remove sediment and vegetation growing in:

- gutter lines (i.e., the 90 degree angle where the vertical curb ends and the gutter begins),
- gutter joints (i.e., the joint between the concrete gutter and the road asphalt pavement), and
- joints and cracks on concrete medians, sidewalks, and parking lots.

Care shall be taken not to mar obstacles or damage concrete joints or further damage failing concrete/asphalt. In such areas, the Contractor may ask for assistance from LFUCG in controlling weeds.

B.3.10 There are some areas of ROW that currently have overgrowth of honeysuckle or invasive pear trees which prevent mowing. These invasive shrubs/trees are in the process of being removed by DES staff from all mowing areas in this contract. Areas which have had these invasives removed or cut to the ground shall be mowed as part of this contract starting with the first mow in April. **In general, stumps are cut to 1-3" from the ground, but higher stumps could remain. The Contractor is required to string trim or brush cut mow these areas.** To control re-growth, any sprouts growing from previously cut stumps are to be mowed. In addition, the Contractor is required to immediately begin mowing

areas once shrubs/trees are removed going forward throughout the period of the contract. The bid package areas are computed based assuming all honeysuckle/pears have been removed and the entire corridor or lot is mowable from fence to fence. (Note: This primarily applies to detention basins, and corridors such as Man O War Blvd, Alumni Drive, Citation Blvd, and Armstrong Mill, where honeysuckle removal operations are currently ongoing, but other areas may also be affected over the course of the contract. If a corridor has honeysuckle, bidders should expect that this condition will occur at some point during this contract.) In areas where the honeysuckle is yet to be removed, the Contractor shall mow up to the edge of the shrubs.

B.3.11 All mowing shall be performed to minimize and/or eliminate projection of grass onto hardscapes, sidewalks, trails, or gutters. All grass clippings shall be removed from hardscapes, including out of gutter lines, by blower, broom, rake, etc., prior to leaving the work site. Shred and spread all excess clumps of grass. Reduce mowing speeds to reduce clumping of grass. Mowing blades are to be sharp to prevent tearing of grass and minimize clumping. In the case of excessive grass clippings or other material which could kill the grass underneath, or cause a stormwater blockage or other potential problem, the Contractor shall remove it from the site and properly dispose of it.

B.3.12 At no time shall the Contractor allow mowed clippings or litter or debris to be blown, swept, or raked into any planting bed, tree mulch ring, gutter, storm drain, yard inlet, curb inlet, drainageway, swale, or creek.

B.3.13 All designated "no mow zones" shall be off limits to mowing and string trimming. No Mow Zone locations are denoted in Section C. The Contractor will be informed if additional No Mow Zones are added.

B.3.14 Trees, shrubs, and landscaping shall be protected at all times.

- ROW and Medians: Most, if not all, planted trees in these areas will have been protectively mulched by the Division of Environmental Services prior to the start of mowing operations. This mulch is placed in part to keep mowing equipment from coming too close to the trees and to eliminate the need for string trimming. Contractors shall mow to the edge of the mulch (i.e., no grass left uncut next to the mulch). If there are trees that are not mulched, the Contractor shall stay two feet (2') away from the tree trunks to avoid hitting the trees or branches. No string trimming is required around these planted trees on ROW and medians; DES will maintain these areas. Volunteer (i.e., not planted) trees along roadways shall be carefully string-trimmed around to reduce unsightly high vegetation. In such cases, avoid nicking trees or removing bark.
- Lots and Water Quality Lots/Greenways: The Contractor shall keep mowing operations two feet (2') away from landscaping and mulched and/or smaller trees. All Contractor employees must be trained in the proper methods of

string trimming without hitting tree trunks and branches. The Contractor shall carefully string trim around larger (> 8" diameter), established trees in these areas to a height of 6-8" only to knock down high weeds/grass to maintain a clean appearance. (It is LFUCG's preference to leave some higher grass around a tree rather than damage a tree.) String trimming should be done in a fashion that avoids nicking trees or removing bark. If there are trees that the Contractor is concerned about damaging, they should contact the Project Manager. String trim up to mulched areas or clearly defined planting beds or trees maintained by others.

- Facilities: The Contractor shall keep mowing operations two feet (2') away from landscaping and trees. The Contractor shall carefully string trim, only if needed, around trees or landscaping in these areas to a height of approximately 6" to address unsightly high grass/weeds. String trimming should be done in a fashion that avoids nicking trees or removing bark. If there are trees that the Contractor is concerned about damaging, they should contact the Project Manager. The Contractor shall carefully string trim around landscaping and trees, avoiding hitting them with the string.
- The Contractor shall not blow grass clippings onto planter beds, landscaping, or mulch rings.

B.3.15 In some locations, abutting property owners may mow parts of a bid package. In those locations, the Contractor may skip over these areas as long as they are being maintained meeting the quality of this scope. If a Contractor notices a location in a bid package (e.g., a stand-alone median) that is clearly being maintained by someone else, the Contractor is obligated to inform the Project Manager for consideration for removal from the contract mowing list.

B.3.16 The following activities are **not** included in this contract and will be handled by others:

- Weed pulling / maintenance of landscaping beds, trees, and mulched areas
- Use of herbicide

B.4 Litter and Debris Removal

B.4.1 This operation shall include the **removal** of **all** litter, yard signs, and/or debris from all designated mowing areas including landscaped areas, hardscapes, curbs and gutters, and storm drain inlets **prior to mowing**. **No litter, grass, leaves, or debris shall be placed, pushed, or blown into storm drains.** Failure to remove litter, etc. prior to mowing; failure to remove mowed-over trash; and/or placing trash/grass in a storm drain is a violation of this contract and may result in removal from bid packages and/or cancelling of the contract. Contractor shall track the number of trash bags collected during each mowing cycle per bid package and submit this information with each invoice.

- B.4.2 The Contractor shall be responsible to remove and dispose of limbs smaller than six inches (6") in diameter. Contact the Project Manager to remove larger limbs. Contact the Project Manager to pick up litter/debris clearly resulting from dumping or larger items such as shopping carts or furniture.
- B.4.3 If the Contractor comes across any debris that appears to be illegal in nature (e.g., weapons, drugs, explosive devices, etc.), leave in place and immediately contact 911 and the Project Manager. If the Contractor comes across a chemical or other illicit spill, leave in place and immediately contact the Project Manager who will forward the request for investigation to the Division of Water Quality.
- B.4.4 Contractors shall ensure all staff working on this contract are fully trained in OSHA regulations and guidelines related to mobile meth labs, blood-borne pathogens, and proper procedures when encountering discarded needles or blood-soaked materials. All litter crew vehicles shall keep a Sharps Disposal Container marked as Biohazard. Needles or similar items shall be placed in Sharps Disposal Containers and properly disposed of as Biomedical/Biohazard waste following all local, state, and federal laws and regulations.

B.5 Specifications for KYTC Mowing

The city serves as a contract mower for the Kentucky Transportation Cabinet (KYTC). These areas are designated as "KYTC" in the tables. Specifications of the KYTC for mowing in these areas are listed below and apply to mowing in all KYTC areas. Failure to meet the following traffic control requirements of KYTC when mowing in their areas is equivalent to failure to meet the specifications of this contract, and may result in removal of the area and/or termination of the contract.

- Perform Right-of-Way Mowing and Trimming Operations in accordance to these Terms and Conditions for traffic control. Maintain traffic and furnish all traffic control devices and all materials that conform to these Terms and Conditions and the Manual on Uniform Traffic Control Devices (MUTCD), the Standard Drawings or Sepia Drawings, Current Editions, and the Standard Specifications for Road and Bridge Construction, Current Edition.
- A link to the Manual on Uniform Traffic Control Devices can be found at: <http://mutcd.fhwa.dot.gov>
- A link to the Standard Drawings can be found at: <http://transportation.ky.gov/Highway-Design/Pages/2012-Standard-Drawings.aspx>
- A link to the Standard Specifications can be found at: <http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>
- All temporary traffic control devices and retrofitted equipment required for execution of services for this project shall comply with MUTCD standards.

- Provide flags that are fluorescent red/orange in color, 24 inches by 24 inches in size, and that are made of a heavy-duty nylon reinforced coated vinyl material that has weighted edges (See Drawings).
- Provide warning signs that conform to Section 112.02.04 of the Standard Specifications.
- Furnish all traffic control devices in new or in like new condition at the beginning of the work and maintain the devices in like new condition until the completion of the work.
- Require employees to wear safety vests that conform to OSHA regulations on the job site at all times.
- Maintain the flow of traffic in all lanes at all times. The Department will not allow lane closures for the performance of right-of-way mowing on this contract project; however, mobile lane closures will be allowed for tramming mowing equipment across bridges. Perform mowing operations with the flow of traffic when operating within twenty feet of the edge of the pavement (edge-line of the driving lane).
- Do not perform mowing operations with a mowing unit attachment extending past the unit into a traffic lane or onto a paved shoulder. When moving mowing equipment (tramming) from one location to another within the project limits, operate the equipment with the flow of traffic on the shoulder or in the median. However, where the shoulder on a bridge is not full-width and any other method of passage across the bridge is impractical, mobile lane closures will be allowed for tramming the mowing equipment across the bridge. Use extreme caution when utilizing mobile lane closures to cross highway bridges.
- Perform all work only during daylight hours (one-half hour after dawn to one-half hour before dusk). Do not perform work when headlights would interfere with the normal flow of roadway traffic. Failure to comply with this requirement will result in an immediate suspension of all work operations. Operations will remain suspended until approval has been given by the Department for work operations to continue.
- Do not tram (move from one location to another) mowing equipment on the pavement or on the shoulder surface from one contract project to a second contract project on a fully controlled access highway facility (i.e., interstate or parkway route). Any occurrence of this action is in violation of state statute, and if observed, will result in an immediate suspension of the tramming operation. Operations will remain suspended until an alternative method of transporting the mowing equipment is secured and approval is given by the Department for the equipment to be moved by the alternative method.
- Provide warning signs that are 48 inches by 48 inches in size, diamond shaped with black Series "C" letters 8 inches in height on an orange background with a black border. Place warning signs with the message "Begin Mowing Zone" four of each and with the

message "End Mowing Zone" four of each to designate a mowing work zone on a multi-lane median divided highway facility.

- Where the highway facility is not median divided place two each of "Begin Mowing Zone" signs and two each of "End Mowing Zone" signs to designate the mowing work zone.
- Establish a designated work zone(s) for mowing that is a maximum of two miles in length. Place the warning signs 750 feet prior to the beginning of the work zone and 750 feet beyond the end of the work zone.
- Establish additional two-mile work zones adjacent to the initial work zone to a maximum distance of eight (8) miles, provided work is being performed in each adjacent work zone. As an option, place a supplemental plate with the message NEXT [2, 4, 6, or 8] MILES below the initial warning sign, or with a message to correspond with the length of the work zone that has been established.
- Place warning signs on a median divided highway facility in a dual manner, one on the outside shoulder and one in the median, or inside shoulder of the roadway at both the beginning and ending points of the designated work zone for both directions of travel.
- Where the roadway is not a median divided highway facility, place warning signs on the right and left shoulders of the roadway at both the beginning and ending points of the designated work zone for both directions of travel.
- Place warning signs on the entrance ramp of any interchange or roadway intersection that is located within a designated work zone and place the signs on the right shoulder of the ramp or side road 500 feet prior to the beginning of the merge area or intersection. Where the length of the entrance ramp is less than 500 feet, place the warning signs at the beginning of the ramp.
- Mount warning signs on multi-leg stands in a secure and visible manner such that the signs will be a minimum of eighteen inches (18") above the shoulder or roadway pavement.
- Where the paved shoulder area adjacent to a median barrier wall on a multi-lane median divided highway facility is not of sufficient width to place warning signs in a proper manner, place the warning signs atop the median barrier wall for both directions of travel. Achieve this placement by using a clamping device approved by the Department. Do not attach warning signs to other roadway appurtenances that exist on the project such as signposts, delineator posts, or guardrail end treatments.
- Use a full complement of warning signs at all times. Place the warning signs to designate a work zone on the job site at the beginning of each workday prior to the beginning of work operations. Move the warning signs and re-establish a work zone as

work operations progress. Remove warning signs from the job site after work operations cease at the end of each workday.

- Place warning signs that are 24 inches by 48 inches with black Series “C” letters eight inches in height on an orange background with a black border on vehicles designated as work zone support vehicles. Provide the designated message “Watch for Sudden Stop” on the signs.
- Failure to place warning signs in a manner consistent with these Traffic Control Terms and Conditions will result in a suspension of work operations. Operations will remain suspended until signing consistent with the Traffic Control Terms and Conditions are achieved and approval is given by the Department for work operations to resume.
- Move Contractor Vehicles and Contractor Employee Vehicles with the flow of traffic at all times. Enter and leave work areas in a manner that will not be hazardous to or interfere with the normal flow of traffic. Do not park or stop vehicles except within designated work areas as approved by the Department. Prohibit vehicles from crossing the roadway. Limit all employee pedestrian movement on the roadway to the protected work zone areas. Park personal vehicles only in areas within the right-of-way as designated by the Department.
- Coordinate the work with other projects that may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. Coordinate the work on this project with the work of the other contractors. The Department will determine the relative priority to give to work phasing on the various projects when there is a conflict.
- Designate a Traffic Control Coordinator in accordance to Section 112.03.12 of the Standards Specifications.

B.6 Invoicing, Inspection, and Tracking

B.6.1 Payment Terms are Net 30 from date of invoice.

B.6.2 Invoices must list the full Contractor name and address, LFUCG address and contact, locations serviced, date or date range of service, # of trash bags collected, and reference the purchase order number. Because roads, water quality areas, and facilities are paid with different accounts, these should be listed out separately. The mow number(s) for the season shall be listed on the invoice for each line (e.g. Mow #1 KYTC, Mow #1 Local Roads, Mow #1 WQ, Mow #1 Facilities). Invoices can be for a single cut, multiple cuts, or monthly. DES will provide an invoice template upon request.

B.6.3 Invoices must be sent separately for each Purchase Order (if there are multiple purchase orders).

B.6.4 Failure to meet the requirements of the scope specifications, including string trimming, edging, blowing off hardscapes, picking up litter, etc. will result in delay of payment until all work is completed to the satisfaction of LFUCG. Recurring issues with partially completed work will not be tolerated and will result in reduction of mowing area, removal from bid packages, and/or cancelling of the contract.

B.6.5 Invoices shall be emailed to the Project Manager for review, inspection, and processing.

Please include invoice # and area in subject line of emails. Please follow the following naming convention for invoices and email attachments:

Company Name_Invoice#_Bid Pkg
Ex.: HR Mowing_1105_North 1

B.6.6 Work sites will be inspected by LFUCG personnel prior to approval of invoices for processing.

B.6.7 The Contractor shall create a mowing route for each bid package. The Contractor shall track mow dates on a spreadsheet that lists each location in the bid package and the date mowing occurred. This table shall be emailed to the Project Manager on a weekly basis upon request.

B.7 Insurance - See Attached Risk Management Provisions

B.7.1 The Contractor shall be required to submit a Certificate of Insurance coverage as required by the Risk Management Provisions.

B.7.2 Submission Requirements:

The Contractor shall furnish before the contract is awarded a Certificate of Insurance to the Division of Procurement. The Contractor shall also be required to submit updated insurance certificates quarterly to the Project Manager or Program Manager Sr. for compliance purposes. 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.

C. BID PACKAGE DETAIL INFORMATION

Bid Packages are organized in alphabetical order. See Figure 1 in Section D for an overview of the nine (9) areas. See the following detailed tables and the detailed maps on Ionwave for the location of each mowing area. In most instances, each individual location area is rounded to the nearest 0.1 acres.

BID PACKAGE: CITATION - IRON WORKS (KYTC)

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	KYTC Medians	15	Citation Blvd	Leestown Rd to Newtown Pike	11.2
2	KYTC ROW		Citation Blvd	Leestown Rd to Newtown Pike, both sides	58.3
3	KYTC Medians	11	Iron Works Pike	Georgetown Rd to east of Research Park Dr	2.6
4	KYTC ROW		Iron Works Pike	Georgetown Rd to Kentucky Horse Park	5.6
BID PACKAGE CITATION - IRON WORKS TOTAL ACREAGE:					77.7

Notes:

- a) Some areas along Citation Blvd are maintained by abutting property owners but it can vary year to year, therefore all of the ROW is included in the mowing acres above. ROW lines are demarcated by wire fence or plank fence along most of the corridor length.

BID PACKAGE: EAST

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	KYTC Medians	8	Athens Boonesboro Rd	Between Old Richmond Rd and I-75	4.3
2	KYTC Medians	4	Liberty Rd	Liberty Elementary to Rambling Creek Dr	0.5
3	KYTC ROW		Liberty Rd	New Circle Rd to Man O War Blvd	7.4
4	KYTC Medians	9	Richmond Rd	Between New Circle Rd and Old Richmond Rd	2.5
5	KYTC ROW		Richmond Rd	At New Circle Rd	0.2
6	KYTC ROW		Todds Rd	From Man O War to 4127 Todds Rd	8.0
7	KYTC Medians	5	Winchester Rd	Between I-75 and Polo Club Blvd	1.2
EAST KYTC ROADS ACREAGE:					24.1
ID	Type	# of Medians	Street Name	Location	Mowing Acres
8	ROW		Bryant Rd	From Pleasant Ridge to trail, west side	0.4
9	Medians	1	Chelsea Woods Ct	Off Chelsea Dr off Old Todds Rd	0.04
10	Medians	4	Chelsea Woods Dr	Off Old Todds Rd	0.1
11	Medians	1	Chilesburg Ct	832 Chilesburg Ct	4.8
12	ROW		Chilesburg Rd	From Hays Blvd to Chilesburg Ct	3.4
13	ROW		Mt. Tabor Rd	At Cedarcrest Dr	0.1
14	ROW		Old Todds Rd	Codell Dr to Cadentown Rd	3.8
15	Medians	12	Pleasant Ridge Dr	Between Colorado Rd and Brighton Place Dr	0.1
16	ROW		Pleasant Ridge Dr	along privacy fences between Timber Creek Dr and Aspen St	0.5
17	Medians	9	Polo Club Blvd	From Man O War Blvd to Winchester Rd, Deer Haven Ln to Todds Rd	4.5
18	ROW		Polo Club Blvd	From Man O War Blvd to Winchester Rd, Sweet Clover Ln to Passage Mound Way	6.7
19	Medians	3	Richmond Rd	Medians at New Circle Rd	0.1
20	ROW		Richmond Rd	Chinoe Rd to New Circle Rd	2.5
21	ROW		Richmond Rd	Behind pedestrian rail, from Man O War to Walmart entrance, west side	0.3
22	ROW		Robertson Ave	Along RR, corner of 399 Sherman Ave to Lincoln Ave	0.4
23	ROW		Squires Rd	Corner created by Squires Rd realignment	0.2

BID PACKAGE: EAST

24	Medians	3	Starshoot Pkwy	Between Liberty Rd and Shetland Dr	0.2
25	ROW		Yorkshire Blvd	Right side from Richmond Rd to Palumbo Dr	2.2
EAST LOCAL ROADS ACREAGE:					30.3
ID	WQ LOTS - GREENWAYS			Description	Mowing Acres
26	1050 DELAWARE AVE				1.0
27	660 EUREKA SPRINGS DR				0.8
28	352 to 354 OWSLEY AVE				0.6
29	405 PLAINVIEW RD				0.3
30	2244 BARRINGTON LN			2244 Barrington Ln (Mahala)	0.2
31	2245 BARRINGTON LN			2245 Barrington Ln (Sunningdale)	0.7
32	3333 SCOTTISH TRACE			And 3141 Cherry Meadow Path	0.4
33	3325 POLO CLUB BLVD				0.9
34	3325 POLO CLUB BLVD			At end of Sunflower St (string trim)	0.3
35	3052 BLACKFORD PKWY				0.3
36	3240 POLO CLUB BLVD			3240 Polo Club Blvd, between 3261 and 3269 Royal Troon Rd	0.2
37	3136 and 3332 SCOTTISH TRACE				0.6
EAST WATER QUALITY ACREAGE:					6.3
ID	FACILITIES			Description	Mowing Acres
38	105 Quinton Ct			Quinton Ct Storage Tank	1.3
39	2589 Winchester Rd			Winchester Pump Station	3.9
EAST FACILITIES ACREAGE:					5.2
BID PACKAGE EAST TOTAL ACREAGE:					66.0

BID PACKAGE: MAN O WAR

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	Medians	40	Man O War Blvd	From Terminal Dr to just past Helmsdale Dr in Hamburg Area - <u>includes concrete tips</u>	17.4
2	ROW		Man O War Blvd	From Terminal Dr to just past Helmsdale Dr in Hamburg Area	64.4
3	Concrete Medians	1	Man O War Blvd	Concrete median from Harrodsburg Rd to Gladman Way	0.1
4	Concrete Medians	1	Man O War Blvd	Concrete median from Armstrong Mill Rd to Bold Bidder Dr	0.1
5	Concrete Medians	1	Man O War Blvd	Concrete median from Buckhorn Dr to Jocasta Dr	0.1
BID PACKAGE MAN O WAR TOTAL ACREAGE:					82.1

Notes:

- a) This package does NOT include mowing around the beautification areas along Man O' War around the airport (see map for details). This area is mowed by LFUCG.
- b) ROW lines are demarcated by wire fence or plank fence along most of the corridor length.
- c) Medians INCLUDE concrete tips and concrete medians within the corridor.

BID PACKAGE: NEW CIRCLE (KYTC)

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	KYTC Medians	8	New Circle Rd	All raised grass medians from Richmond Rd counterclockwise to Newtown Pk	3.1
2	KYTC Medians	8	New Circle Rd at Winchester Rd Interchange	Grass on ramps, off ramps, and interior areas of the NCR and Winchester Rd interchange (not including the horticultural beds maintained by others)	3.7
BID PACKAGE NEW CIRCLE TOTAL ACREAGE:					6.8

Notes:

- a) This package is for KYTC areas on New Circle Rd that are RAISED medians only.
- b) New Circle Medians DO INCLUDE concrete tips attached to grass medians.
- c) Medians DO NOT INCLUDE concrete medians not attached to grass medians.
- d) This package includes the interior grass areas within the Winchester/New Circle interchange. The horticultural installation is maintained by others. Grass clippings shall NOT be blown into the horticultural areas.

BID PACKAGE: NORTH

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	KYTC ROW		Georgetown Rd	From Nandino to Briarwood Dr, outbound	1.4
2	KYTC Medians	4	Leestown Rd	Bracktown Rd to New Circle Rd	0.4
3	KYTC ROW		Leestown Rd	Taylor Dr to Masterson Station Rd	2.3
4	KYTC Medians	12	Newtown Pike	New Circle Rd to I-75	2.7
5	KYTC ROW		Newtown Pike	New Circle Rd to I-75	2.4
6	KYTC ROW		Old Frankfort Pike	At roundabout	1.2
NORTH KYTC ROADS ACREAGE:					10.4
ID	Type	# of Medians	Street Name	Location	Mowing Acres
7	Medians	1	Alexandria Dr	At Leestown Rd and Citation Blvd	0.2
8	ROW		Alexandria Dr	From Leestown Rd to Viley Rd	11.9
9	ROW		Ash St	From Newtown Pike to end of black metal fence past Chestnut Oak Way	0.2
10	Medians	1	Briarwood Dr	Off 1500 Georgetown Rd	0.1
11	Medians	2	Citation Blvd	East of Newtown Pike	0.2
12	ROW		Citation Blvd	East of Newtown Pike	2.4
13	Medians	1	Douglas Ave	515 Douglas Ave	0.2
14	ROW		Duncan Machinery Dr	Old Frankfort Pike to Westland Dr, north side	0.4
15	ROW		Finney Dr	Off Georgetown St at New Circle Rd	0.9
16	ROW		Frankfort Ct	Between Frankfort Ct and Old Frankfort Pike	2.9
17	ROW		Georgetown Rd	From Briarwood Dr to Oakwood Dr, east side	0.3
18	ROW		Georgetown St	From Glen Arvin Ave to Howard St, east side	0.5
19	Medians	1	Glen Arvin Cir	Parcel 515, off Georgetown St	0.3
20	Medians	2	Howard St	Off Georgetown St	0.2
21	ROW		Jaggie Fox Way	from Citation Blvd to Innovation	0.6
22	ROW		Laco Dr	Between Laco Dr and Old Frankfort Pike along New Circle Rd	2.4
23	Medians	2	Leestown Rd	At Bracktown Rd and from New Circle Rd to Taylor Dr	0.3
24	ROW		Leestown Rd	Taylor Dr to Clyde St	3.1
25	ROW		Manchester St	In front of 943 Manchester St; string trim around planter boxes	0.02
26	ROW		Manchester St	Between sidewalk and RR in front of Recycling Center to Thompson Rd, north side	0.4

BID PACKAGE: NORTH

27	Medians	5	Nandino Blvd	At Newtown Pike and at Georgetown Rd	0.6
28	Medians	11	Newtown Pike	Main St to New Circle Rd	0.6
29	ROW		Newtown Pike	Ash St to New Circle Rd; at Newtown Springs	3.9
30	Medians	1	Oakwood Dr	Off Geogetown Rd	0.1
31	ROW		Old Frankfort Pike	In front of stone wall	0.7
32	ROW		Price Rd	W Main St bridge and backside of Lexington Cemetery	0.5
33	Medians	2	Rain Garden Way	Off Georgetown St	0.2
34	ROW		Sandersville Rd	Between Georgetown Rd and Atoma Dr, south side	0.3
35	ROW		Taylor Dr	Fence line along New Circle Rd	0.2
36	ROW		Viley Rd	From Alexandria Dr to the south	1.8
37	ROW		W Main St	Hillside and field between W Main St and RR bridge, inbound	0.7
38	Lot		Whitney Ave	954 Whitney Ave	0.2
NORTH LOCAL ROADS ACREAGE:					37.3
ID	WQ LOTS - GREENWAYS		Description		Mowing Acres
39	2405 CALENDULA RD				0.7
40	2412 CALENDULA RD		Area around sinkhole		0.2
41	672 COFFEE TREE LN				0.6
42	2804 GREENWAY CT		Along Lucille Dr, across from 268 Lucille Dr		0.2
43	2804 GREENWAY CT		Area behind 2816, 2810, 2824 Greenway Ct		0.2
44	2789 JACQUELYN LN				0.1
45	908 LIMA CT				1.5
46	268 LUCILLE DR		Mable Ln Greenway, along Lucille Dr		0.1
47	268 LUCILLE DR		Access way to Mable Ln Greenway, between 2709 and 2717 Michelle Park		0.1
48	2809 SANDERSVILLE RD				0.5
49	2809 SANDERSVILLE RD		string trim behind 553, 557, 563 Lucille Dr		0.03
50	2810 SANDERSVILLE RD				0.2
NORTH WATER QUALITY ACREAGE:					4.4
ID	FACILITIES		Description		Mowing Acres
51	498 and 504 Georgetown St; 517 Booker St		Black and Williams		0.3
52	669 Byrd Thurman Dr		Fleet Services		4.6
53	1375 Old Frankfort Pk		Fire Training Center		2.3
54	1405 Old Frankfort Pk		Fire Community Service		0.8
55	1515 Old Frankfort Pike		Streets and Roads		2.2
56	750 Nandino Ln		Nandino Storage Tank		2.4
57	1181 Providence Place		Providence Place Pump Station, plus 10' on either side of driveway		1.6
58	360 Thompson Rd		Recycle Facility		1.9
59	301 Lisle Industrial		Waste Water Treatment Plant		15.9
60	1345 Old Frankfort Pike		off Jimmie Campbell Dr		0.4

BID PACKAGE: NORTH

61	669 Byrd Thurman Dr	Waste Management	4.0
NORTH FACILITIES ACREAGE:			36.4
BID PACKAGE NORTH TOTAL ACREAGE:			88.5

Notes:

- a) Includes string trimming along all fences on the facility properties.
- b) Includes string trimming weeds growing in facility parking lots – keep clean appearance.
- c) Fire Community Service and Fire Training Center facilities are mowed weekly during the growing season and shall be invoiced separately from the remainder of the mowing package.

BID PACKAGE: NORTHEAST

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	Medians	1	Anniston Dr	Off Bryan Station Rd	0.2
2	Medians	1	Asbury Ln	Off 1600 Russell Cave Rd	0.1
3	ROW		Beck Aly	Off E Vine St, next to bus terminal	0.1
4	ROW		Belt Line Ave	Along RR track, Maple Ave to Donley St	0.3
5	Medians	1	Breckinridge St	Triangle median at Chestnut St	0.02
6	Lot		Bryan Ave	1322 Bryan Ave	0.2
7	Medians	1	Bryan Ave	Triangle median at Castlewood Dr	0.1
8	ROW		Bryan Ave	Brushy area between Meadow Park and 1452 Bryan Ave, southeast side	0.1
9	Medians	1	Bryanwood Pkwy	Off 1700 Bryan Station Rd	0.1
10	ROW		Buena Vista Rd	Off Elkhorn Rd off Winchester Rd	0.8
11	Medians	2	Campsie Pl	Between N Martin Luther King Blvd and Campsie Ct	0.1
12	Medians	1	Cane Run Rd	Off Russell Cave Rd	0.2
13	ROW		Cane Run Rd	From used car dealer to across from Elkhorn Park, east side	0.3
14	Medians	1	Circle Dr	At Parkside Dr off N. Broadway	0.02
15	ROW		CSX Railway 01	W Fourth St to W Fifth St	0.5
16	ROW		CSX Railway 02	W Sixth St to Bellaire Ave	1.9
17	Medians	3	Deweese St	In front of 128, 140, 150 Deweese St	0.02
18	Medians	3	Dover Rd	At Hawthorn Ln, Woodlark Ave, Palmyra Ave	0.5
19	Medians	12	E Loudon Ave	Bryan Ave to Meadow Ln	1.0
20	ROW		E Loudon Ave	All 4 corners of RR bridge	0.8
21	Medians	1	E Third St	E Third St and Midland Ave	0.1
22	Medians	2	Eastland Pkwy	In front of parcel 2022, near Gainesville Ct; In front of parcel 2004, near Tampa Ct	0.1
23	ROW		Eastland Pkwy	Eastland Park to Ft Sumter	1.2
24	Medians	6	Elm Tree Ln	Main St to Fifth St	0.5
25	ROW		Elm Tree Ln	Main St to Hummons Ave	1.2
26	ROW		Emerson Dr	Dead end beside 682	0.01
27	ROW		Faith St	Russell Cave Rd to dead end	0.2
28	Medians	2	Fayette Park	Off 500 N Broadway	0.4
29	Medians	2	Grandin Rd	Between Strathmore Rd and Eastin Rd	0.3
30	Medians	3	Grantchester St	At Dover Rd, Palmyra Ave, Woodlark Ave	0.4
31	Medians	8	Haggard Ln	turf medians between N Broadway and Radcliffe Rd	0.2
32	Medians	3	Hampton Ct	Off 455 W Third St	0.3
33	ROW		Hawthorne Ln	Behind 500 and 512 Cane Run, east side	0.1
34	ROW		Hisle Way	from Kilkenny Dr to curve, south side	0.3
35	ROW		Hummons Ave	All ROW on Hummons Ave (both sides of Elm Tree Ln)	0.3
36	Medians	7	Industry Rd	Off Winchester Rd at Eastland Dr	0.7

BID PACKAGE: NORTHEAST

37	ROW		Judy Ln	Along fence and guard rail from N Broadway to 538 Judy Ln, south side	0.4
38	Medians	1	Kentucky Ct	Circle median at end of street	0.1
39	Medians	3	Mariemont Dr	Off Bryan Station Rd	0.6
40	Medians	1	Meadow Park	Off Bryan Ave	0.9
41	ROW		Midland Pl	Along the fence at 316 Nelson	0.1
42	Medians	2	N Broadway	Between W Third and W Fourth streets	0.1
43	ROW		Parkside Dr	Across from greenspace between Cabot Dr and Shandon Dr, south side	0.1
44	Medians	1	Preakness Dr	Off Strawberry Fields Rd and Bryan Station Rd	0.1
45	Medians	5	Rookwood Pkwy	Off Bryan Station Rd	0.5
46	Medians	3	Shelby St	Between Shropshire Ave and Rock Castle St	0.2
47	Medians	2	Shropshire Ave	Between E Loudon Ave and Tom Aly, between E Fifth St and E Sixth St	0.9
48	Medians	1	Sierra Dr	Off 1900 Bryan Station Rd	0.5
49	Medians	2	Strathmore Rd	Off Brookmeade Dr off Eastin Rd off Bryan Station	0.5
50	Medians	6	Transylvania Park	Rose Ln to E Maxwell St	1.6
51	Medians	4	W Loudon Ave	Newtown Pike to Russell Cave Rd	0.5
52	ROW		Ward Dr	Dead end	0.1
53	Medians	1	Warfield Pl	Off E Loudon	0.1
54	ROW		Wilgus Ave	Utility Strip	0.1
NORTHEAST LOCAL ROADS ACREAGE:					21.1

ID	WQ LOTS - GREENWAYS	Description	Mowing Acres
55	1538 ASTAIRE DR		1.7
56	1426 BRYAN AVE		0.2
57	1443 BRYAN AVE		0.4
58	1960 BRYAN STATION RD		4.6
59	2301 to 2313 CABOT DR		2.1
60	416 CARLISLE AVE		0.2
61	1500 CLARKSDALE CT		0.6
62	1504 CLARKSDALE CT		0.3
63	1508 CLARKSDALE CT		0.3
64	1512 and 1514 CLARKSDALE CT		0.6
65	642 to 650 E LOUDON AVE/MAGOFFIN ST	642 to 650 E Loudon Ave; and 816 Magoffin St	1.4
66	205 EASTIN RD		0.9
67	1436 to 1450 EDGELAWN AVE		2.5
68	1704 ELVERTON RD		1.0

BID PACKAGE: NORTHEAST

69	805 and 809	FARRA CT		0.4
70	1602 and 1604	FT SUMTER DR		0.7
71	1612 and 1614	FT SUMTER DR		0.7
72		1700 FT SUMTER DR		0.3
73	1653 to 1665	GAYLE DR		1.4
74		542 GRANTCHESTER ST		0.4
75		549 GRANTCHESTER ST		0.4
76		593 HOLLOW CREEK RD		0.3
77		500 LISA DR		0.1
78		436 LOCUST AVE		0.2
79		400 MEADOW PARK		0.2
80	1846 and 1864	MILLBANK RD		1.5
81	417 to 425	MORGAN AVE		0.4
82	422 to 426	MORGAN AVE		0.3
83	133 and 137	NORTHWOOD DR		0.5
84	2025 and 2027	OLD PARIS RD		0.4
85		1651 OLD PARIS RD		0.4
86		504 PARKSIDE DR		0.3
87	2304 to 2320	SHANDON DR / PARKSIDE		1.4
88	405 and 407	SHAWNEE AVE		0.1
89	406 and 408	SHAWNEE AVE		0.2
90		1701 SILVER LN		0.7
91		622 SILVERLEAF CT		0.3
92	560 and 564	SOUTHRIDGE DR		0.6
93	525 to 533	THURMAN DR		0.8
94	1950 and 1954	WICKLAND DR		0.7
95		134 W NEW CIRCLE RD	134 W New Circle Rd, at front entrance	0.1
96		2180 CALL DR		0.1
97		2121 EXECUTIVE DR		0.1

BID PACKAGE: NORTHEAST

98	2121 EXECUTIVE DR	2121 Executive Dr - string trim area behind privacy fence (acreage included ID # 97)	0.0
99	2120 EXECUTIVE DR		0.2
100	DARTMOOR CT	685, 689, 693, 697, 701, 705, 709 Dartmoor Ct	1.6
NORTHEAST WATER QUALITY ACREAGE:			33.0
ID	FACILITIES	Description	Mowing Acres
101	2220 Thunderstick Dr	Thunderstick Tank	1.4
102	300 and 308 Elm Tree Ln	Lyric Theater Parking Lot.	0.1
103	300 E Third St	Along fence behind Lyric Theater off Gunn St (acreage included in Lyric Theater Parking Lot)	0.0
NORTHEAST FACILITIES ACREAGE:			1.5
BID PACKAGE NORTHEAST TOTAL ACREAGE:			55.5

BID PACKAGE: SOUTH

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	KYTC Medians	7	Tates Creek Rd	See maps	0.7
2	KYTC ROW		Tates Creek Rd	From New Circle Rd to Overbrook Farm	24.5
SOUTH KYTC ROADS ACREAGE:					25.2
ID	Type	# of Medians	Street Name	Location	Mowing Acres
3	Medians	1	Albany Rd	Triangle median at Windermere Rd	0.03
4	Medians	4	Alumni Dr	Tates Creek Rd to Buckhorn Dr	0.6
5	ROW		Alumni Dr	Tates Creek Rd to Buckhorn Dr	24.1
6	Medians	4	Appian Way	Armstrong Mill Rd to Centre Pkwy	0.2
7	ROW		Arbor Dr	Along fence line for Man O War Blvd	0.2
8	Medians	1	Armstrong Mill Rd	Between Appian Way and Greentree Rd	0.5
9	ROW		Armstrong Mill Rd	Kenesaw Dr to Tates Creek Rd	11.9
10	Medians	1	Bowie Dr	Off Pimlico Pkwy	0.03
11	Medians	1	Brookhill Cir	Off Brookhill Dr	0.01
12	Medians	1	Brookhill Dr	Off Lansdowne Dr	0.2
13	ROW		Buckhorn Dr	Along privacy fences, from Man O War to Deer Lake Way, south side	0.1
14	Medians	1	Camelot Dr	Off Wilson Downing Rd	0.04
15	ROW		Centre Pkwy	along 1102 Centre Pkwy and by the creek, west side	0.1
16	ROW		Chinoe Rd	Under New Circle Rd Bridge	0.5
17	ROW		Crosby Dr	Along plank fence north of Man O War	0.1
18	ROW		Deer Lake Dr	along Man O War fence, between 1515 1553 Deer Lake Dr	0.1
19	Medians	1	Dove Run Rd	Btwn 3370 Tates Creek and Montevesta	0.03
20	Medians	1	Gainesway Dr	Off Tates Creek Rd	0.1
21	ROW		Kenesaw Dr	Along privacy fences	0.1
22	Medians	1	Lakehill Cir	Off Lakeside Dr off Alumni Dr	0.3
23	Medians	2	Lakeside Dr	Off Alumni Dr at Shadybrook Ln	0.2
24	Medians	1	Lansdowne Cir	Off Zandale Dr off Lansdowne Dr	0.1
25	Medians	23	Lansdowne Dr	Tates Creek Rd to Wilson Downing Rd	4.4
26	Medians	1	Lansdowne Dr	Concrete median south of E Reynolds Rd	0.02
27	ROW		Lansdowne Dr	Under New Circle Rd Bridge	0.4
28	Medians	1	Lansdowne Estates	off Zandale Dr	0.1
29	Medians	2	Moundview Ct	Off Wood Valley Ct off Montavesta Rd	0.1
30	Medians	1	Mount Dr	Btwn Chinoe Rd and Montavesta Rd	0.1
31	ROW		Nicholasville Rd	Wilson Downing Rd to Brigadoon Pkwy	0.6
32	ROW		Old Mt Tabor Rd	See map	0.7
33	Medians	8	Pepperhill Rd	Parking lane medians, between 3249 and 3277 Pepperhill Rd, both sides	0.1
34	ROW		Pimlico Pkwy	See map	0.8

BID PACKAGE: SOUTH

35	Medians	1	Raven Cir	Off Lansdowne Dr	0.02
36	Medians	2	Rebecca Dr	Off Bates Creek Rd	0.03
37	Medians	1	River Park Dr	Off Armstrong Mill	0.1
38	ROW		Shadybrook Ln	North side from 1861 to Lakeside Dr	0.6
39	Medians	6	Southpoint Dr	Nicholasville Rd to Graves Dr	2.1
40	Medians	1	Summit Dr	At Cooper Dr	0.2
41	Medians	19	Tates Creek Rd	Lakewood Dr to New Circle Rd	7.2
42	ROW		Tates Creek Rd	See map	1.1
43	Medians	2	Valhalla Dr	Between Pimlico Pkwy and Alumni Dr	0.1
44	Medians	1	Wilson Downing Rd	Across from Temple Dr	0.4
45	ROW		Wilson Downing Rd	Nicholasville Rd to Bates Creek Rd	5.6
SOUTH LOCAL ROADS ACREAGE:					64.3
ID	WQ LOTS - GREENWAYS			Description	Mowing Acres
46	4339 BROOKRIDGE DR				0.2
47	4338 BROOKRIDGE DR				0.2
48	928 CALYPSO BREEZE DR				1.8
49	3427, 3430, COLDSTREAM CT 3431				0.8
50	3428, 3429, CRIMSON KING CT 3432				0.9
51	190 MANITOBA LN				0.2
52	3474 PIMLICO PKWY				5.2
53	4580 SARON DR				0.2
54	1316 TANFORAN DR				0.4
55	3837 WALHAMPTON DR				0.2
56	3833 WALHAMPTON DR				0.2
57	3541 GREENTREE RD			And 3535, 3537, 3539, 3541, 3541 Willowood Rd	1.5
58	1205 GAINESWAY DR			1205 Gainesway Dr, east side	0.2
SOUTH WATER QUALITY ACREAGE:					11.9
ID	FACILITIES			Description	Mowing Acres
59	3318 Buckhorn Dr			East Hickman Storage Tank	2.9
SOUTH FACILITIES ACREAGE:					2.9
BID PACKAGE SOUTH TOTAL ACREAGE:					104.3

BID PACKAGE: SOUTHWEST

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	KYTC Medians	39	Harrodsburg Rd	New Circle Rd to Burr Oak Dr (Jessamine County)	11
2	KYTC ROW		Harrodsburg Rd	New Circle Rd to Bellerive Blvd	8.8
SOUTHWEST KYTC ROADS ACREAGE:					19.8
ID	Type	# of Medians	Street Name	Location	Mowing Acres
3	Medians	4	Alexandria Dr	Harrodsburg Rd to Azalea Dr	0.3
4	Medians	1	Arcadia Park	Off 1700 Nicholasville Rd	0.2
5	Medians	1	Barberry Ln	At corner of Barberry Ln and Dantzler Ct	0.1
6	Medians	1	Bluebird Ln	End of Mockingbird Ln	0.1
7	Medians	1	Bucoto Ct	Off 850 S Broadway	0.01
8	Medians	3	Cherokee Park	Off 1700 Nicholasville Rd	1.9
9	Medians	2	Clays Mill Rd	At Harrodsburg Rd	0.04
10	ROW		Clays Mill Rd	Galata Dr to county line	7.3
11	Medians	2	Dantzler Ct	Elizabeth St	0.1
12	ROW		Dantzler Ct	Across from 317, backs up to 232 and 241	0.4
13	Medians	1	Dantzler Dr	At Elizabeth St	0.1
14	ROW		Eastway Dr	along 2488 Eastway Dr, between 2468 and 2492 Eastway Dr	0.1
15	Medians	1	Elam Park	Off Rosemont Garden	0.1
16	Medians	1	Floral Park	Off Elizabeth St off Waller Ave	0.03
17	Medians	3	Forest Park Rd	Off 1400 Nicholasville Rd	0.4
18	Medians	1	Goodrich Ave	Off 1900 Nicholasville Rd	0.1
19	Medians	2	Greenbriar Rd	east and west ends of cul-de-sac	0.1
20	Medians	21	Harrodsburg Rd	American Ave to New Circle Rd	2.3
21	ROW		Harrodsburg Rd	See map	0.5
22	ROW		Higbee Mill Rd	Cornwall Dr to Higbee Mill Park entrance	0.4
23	Medians	2	Hiltonia Park	Off 1806 Nicholasville Rd by Central Baptist	0.3
24	ROW		Jesselin Dr	At Crestwood Dr	0.2
25	Medians	1	Lafayette Pkwy	Off Rosemont Garden	0.2
26	Medians	1	Malabu Ct	Off Malabu Dr off Nicholasville Rd	0.1
27	Medians	1	Monticello Blvd	Off Clays Mill Rd	0.1
28	ROW		Nicholasville Rd	See map	0.4
29	ROW		Old Harrodsburg Rd	See map	2.6
30	ROW		Old Higbee Mill Rd	See map	3.6
31	ROW		Pasadena Dr	along sidewalk, northwest side of RR bridge	0.1
32	Medians	4	Red Mile Rd	Versailles Rd to S Broadway	0.5
33	Medians	1	Redberry Cir	Median in cul-de-sac at end of road	0.1
34	ROW		Reserve Ct	Reserve Ct at Old Higbee Mill	0.3
35	ROW		S Broadway	At RR bridge	0.5
36	Medians	3	S Broadway Park	Off 900 S Broadway, east of Red Mile Rd	0.6
37	ROW		Shady Ln	Along fence, along back side of UK Arboretum	0.2

BID PACKAGE: SOUTHWEST

38	Medians	1	Shaker Dr	Off 1700 Harrodsburg Rd	0.3
39	ROW		Southland Dr	At RR bridge	0.3
40	ROW		Stone Rd	From Clays Mill Rd to 409 Stone Rd	1.4
41	Medians	1	Sweetbriar Cir	Off Weber Way off Clays Mill Rd	0.04
42	Medians	1	Tahoma Rd	Off 1900 Nicholasville Rd	0.1
43	Medians	1	Venice Park	Off Rosemont Garden	0.03
44	ROW		Virginia Ave	All 4 corners of RR bridge, 349 Old Virginia	0.8
45	Medians	2	W Reynolds Rd	Between Nicholasville Rd and Ruccio Way	0.3
46	ROW		W Reynolds Rd	Mall Rd to Ruccio Way/Shillito Park Rd	0.1
47	Medians	1	Westwood Ct	Off Elizabeth St	0.03
48	Medians	1	Winthrop Dr	Off Man O War between Nicholasville Rd and Boston Rd	0.1
SOUTHWEST LOCAL ROADS ACREAGE:					27.9
ID	WQ LOTS - GREENWAYS			Description	Mowing Acres
49	2848 ARK ROYAL WAY				0.2
50	3200 CLAYS MILL RD				1.2
51	1869 CLAYS MILL RD				0.5
52	1856 CLAYS MILL RD				0.3
53	305 to 313 DANTZLER CT				0.4
54	276 to 288 DERBY DR				0.7
55	244 E LOWRY LN				0.2
56	135 and 137 ELAM PARK				0.4
57	134 ELAM PARK				0.2
58	166 to 170 GOODRICH AVE				0.3
59	LAFAYETTE PKWY			Center median with stream	0.4
60	LAFAYETTE PKWY			Center median with stream	0.2
61	277 to 285 LAFAYETTE PKWY				0.6
62	565 LONE OAK DR				0.2
63	566 LONE OAK DR				0.4
64	456 PASADENA DR				0.2
65	1871 to 1877 PENSACOLA DR				0.4
66	SOUTHBEND DR			Center median with stream	0.2
67	512 and 516 SOUTHBEND DR				0.4
68	551 WOODBINE DR			Access at 528 McCubbing Dr	0.3
69	2125 TWAIN RIDGE DR			2125 Twain Ridge Dr and across dead end	0.1
70	3760 WINTHROP DR				0.4
SOUTHWEST WATER QUALITY ACREAGE:					8.4
BID PACKAGE SOUTHWEST TOTAL ACREAGE:					56.0

BID PACKAGE: WEST

ID	Type	# of Medians	Street Name	Location	Mowing Acres
1	Medians	4	Alexandria Dr	In front of Gardenside Center	0.6
2	Medians	3	Beacon Hill Rd	Mason Headley Rd to Lane Allen Rd	0.6
3	Medians	2	Colonial Dr	At John Alden Ln, at Mayflower Ln	0.3
4	ROW		Colonial Dr	Off Versailles Rd, btwn 1205 and 1209	0.7
5	ROW		De Roode St	See map	2.0
6	ROW		Duntreath Dr	Mason Headley Rd to Wolf Run Dr	0.3
7	Medians	7	Georgian Way	Off Lane Allen Rd	1.1
8	Medians	1	Gloucester Ct	Off Gloucester Dr off Westmorland Rd	0.1
9	Medians	2	Gloucester Dr	In front of parcels 3592 and 3892, off Westmorland Rd	0.7
10	ROW		Herlihy St	See map	0.4
11	ROW		Joel St	culvert at the end of the street	0.04
12	Medians	1	John Alden Ln	In front of 4157 John Alden Ln, off Colonial Dr	0.01
13	Medians	1	Karen Ct	Off Westmorland Rd out Versailles Rd	0.05
14	Medians	1	Margo Ct	Off Westmorland Rd out Versailles Rd	0.04
15	ROW		Mason Headley Rd	From Versailles Rd to The Ln, west side	0.4
16	ROW		Molloy Ave	Backs up to 1306 Versailles Rd (Recycling Complex)	0.2
17	Medians	2	Oliver Lewis Way	Between W High St and S Broadway	0.6
18	ROW		Oliver Lewis Way	See map	5.3
19	Medians	10	Oxford Cir	Off 1900 Versailles Rd	0.8
20	Medians	1	Plymouth Rock Ct	Off John Alden Ln off Colonial Dr	0.02
21	ROW		S Forbes Rd	See map	1.5
22	ROW		Scott St	Between Oliver Lewis and De Rood St, north side	0.1
23	Medians	4	Standish Way	Off Colonial Dr	0.3
24	ROW		Ty Ct	See map	0.4
25	Lot		Valley Ave	969 Valley Ave	0.1
26	ROW		Valley Ave	Between W High St and Valley Ave	0.8
27	Medians	2	Versailles Rd	Between Mason Headley and Village Dr	0.2
28	ROW		Versailles Rd	See map	0.9
29	ROW		W High St	See map	0.2
30	Medians	1	W Maxwell St	Turf median at W High St	0.1
31	Medians	1	Westmorland	Off Westmorland Rd off Versailles Rd	0.05
WEST LOCAL ROADS ACREAGE:					18.9
ID	WQ LOTS - GREENWAYS		Description		Mowing Acres
32	1306 VERSAILLES RD		Between Recycling Complex and Molloy Alley		0.7
33	257 PERRY ST				0.1
34	258 and 262 PERRY ST				0.1
35	878 SUMMERVILLE DR				0.2

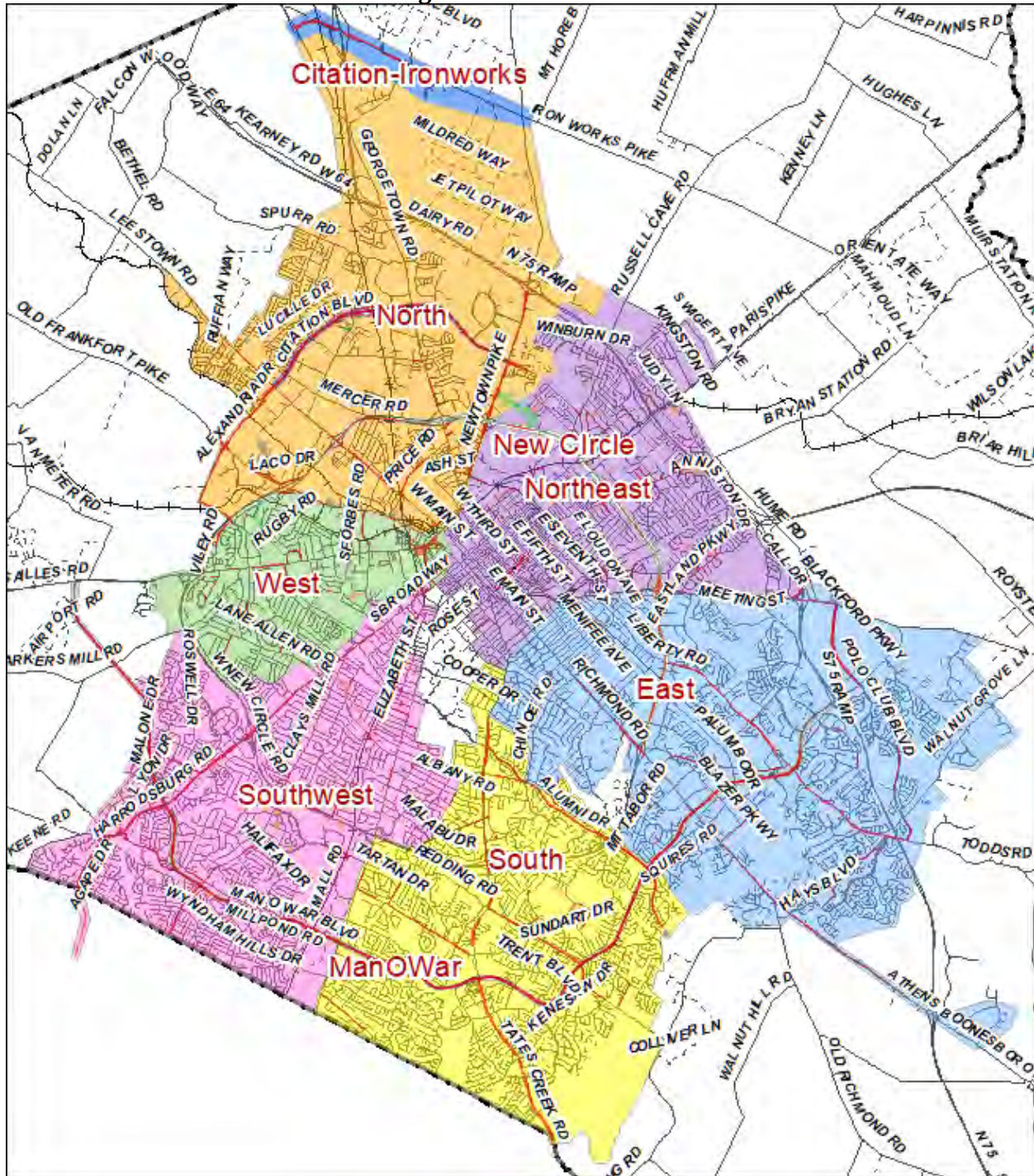
BID PACKAGE: WEST

36	885 SUMMERVILLE DR		0.1
37	KILRUSH DR	1103, 1104, 1108 Kilrush Dr, area around SW tank	0.7
38	ROANOKE RD	1500, 1502, 1506, 1508, 1510, 1512, 1514, 1516, 1518, 1520, 1522, 1530 Roanoke Rd	2.5
39	1120 THE LANE		0.7
40	FURLONG DR	862, 866, 870, 878, 882, 886, 890, 894, 898 Furlong Dr	2.1
41	DEAUVILLE DR	2096, 2100, 2104 Deauville Dr	1.3
42	ALONG CREEK	Along creek, between Deauville Dr and Cambridge Dr	0.5
WEST WATER QUALITY ACREAGE:			9.0
ID	FACILITIES	Description	Mowing Acres
43	1135 Harry Sykes Way	Family Care Center	4.6
44	1104 Kilrush Dr	Kilrush Dr Storage Tank (inside fence)	0.1
WEST FACILITIES ACREAGE:			4.7
BID PACKAGE WEST TOTAL ACREAGE:			32.6

D. MOWING MAPS

Figure 1 is the overall Zone Map. Detailed maps are available for download on IonWave. It is highly recommended potential bidders review these maps and visit mowing locations on the bid packages they intend to bid.

Figure 1 – ZONE MAP



E. SELECTION OF CONTRACTORS

The selection of the mowing contractors in this 2026 mowing proposal shall be based on four criteria. Each contractor shall be evaluated for each of the nine (9) bid packages for which they submit a bid. Equipment and staffing resources shall be considered when determining the number of bid packages that contractors are awarded.

- | | |
|---|--------------------|
| 1. Cost of services | 50 points |
| 2. References and past work experience with LFUCG | 25 points |
| 3. Qualifications and staffing | 12.5 points |
| 4. Equipment | <u>12.5 points</u> |

Total: 100 points

Interested contractors must submit all three submittal forms in order to bid on this work. Failure to submit all requested information may result in rejection of your bid.

E.1 Cost of services

In Ionwave under the Line Items tab, submit one price per acre bid for a single mow for each bid package Contractor is interested in bidding per the requirements of this proposal. This price shall include all work required by the specifications. Contractors can choose to bid on one, some, or all bid packages. (Note: Within a bid package, separate bid prices are not being requested for roads, water quality lots, or facilities for this contract. One price will be used for all acreage in a bid package regardless of the type of parcel.) **SUBMIT ALL BIDS ROUNDED TO THE NEAREST DOLLAR. BIDS THAT HAVE NOT BEEN ROUNDED TO THE NEAREST DOLLAR WILL BE TRUNCATED.**

E.2 References and past work experience with LFUCG

Using the attached form, provide at least five and up to ten references from past and present turf mowing customer contracts. Provide the customer / contact name, phone number, and date range of contract. If an interested contractor has provided turf mowing services for LFUCG in the past, contracts with each division will be counted as separate references.

E.3 Qualifications and staffing

Using the attached form, list all key staff members detailing their years of experience in the landscape/turf industry, including any college degrees in turf management, horticulture, or related field. Include average number of seasonal/part-time employees that your company hires on an annual basis. List a main contact for the contract and identify the employee to serve as Traffic Control Coordinator.

E.4 Equipment

Using the attached form, identify mower and string trimmer equipment that will be used to perform mowing operations. Provide the manufacturer, make, and model for each mower, including the unit's acres per hour capacity. Provide the number of string trimmers, including make and model. List all traffic control signage and equipment, including trucks and trailers.

F. BIDDER SUBMITTAL FORMS

F.1 References + Past Work Experience with LFUCG Submittal Form

F.2 Qualifications and Staffing Submittal Form

F.3 Equipment Submittal Form

F.1 REFERENCES + PAST WORK EXPERIENCE WITH LFUCG SUBMITTAL FORM
ENVIRONMENTAL SERVICES TURF MOWING BID #11-2026

CONTRACTOR NAME: Happy's General Contracting

List at least five (5) and up to ten (10) references. Include LFUCG if a past client. If you worked for more than one division of LFUCG list each division as a separate reference.

Use multiple pages as necessary.

For each reference – include:

- a. Customer Name
- b. Best Contact Name
- c. Phone Number and/or Email
- d. Dates worked for that customer (e.g. 2020-2024)
- e. Approximate # of turf mowing acres that were under that contract

ATTACH THIS SHEET TO THE FRONT OF YOUR LIST

YOUR LIST CAN BE TYPED OR HANDWRITTEN, BUT MUST BE LEGIBLE

F.2 QUALIFICATIONS AND STAFFING SUBMITTAL FORM

ENVIRONMENTAL SERVICES TURF MOWING BID #11-2026

CONTRACTOR NAME: Happy's General Contracting

Attach a list of all key staff members detailing their years of experience in the landscape/turf industry. Include any college degrees in turf management, horticulture, or related field.

List the average number of seasonal/part-time employees that your company hires on an annual basis.

Designate the name and contact information for the main contract contact AND the day-to-day manager. They can be the same person.

List the Traffic Control Coordinator for the project.

ATTACH THIS SHEET TO THE FRONT OF YOUR LIST

YOUR LISTS CAN BE TYPED OR HANDWRITTEN, BUT MUST BE LEGIBLE

F.3 EQUIPMENT SUBMITTAL FORM

ENVIRONMENTAL SERVICES TURF MOWING BID #11-2026

CONTRACTOR NAME: Happy's General Contracting

List of each piece of requested equipment to be used with this contract.

- a. List each piece of mowing equipment. Provide the manufacturer, make, and model for each mower, including the deck size and unit's acres per hour capacity.
- b. Provide the number of string trimmers, including make and model.
- c. List all traffic control signs and other equipment required to meet KYTC and MUTCD standards. Include trucks and trailers to be used on this contract.

ATTACH THIS SHEET TO THE FRONT OF YOUR LIST

YOUR LISTS CAN BE TYPED OR HANDWRITTEN, BUT MUST BE LEGIBLE

Qualification and staffing Submittal

Key Staff Members:

- Charles Happy III Years of Experience: 19yrs
- Eric Stockton Years of experience: 24yrs
- Joshua Clemons Years of experience: 18yrs
- James Mayes Years of experience: 13yrs
- Jerry Johnson Years of experience: 9yrs
- Rodrious Douglas Years of experience: 6yrs
- Timothy Albert Years of experience: 8yrs
- Elijah Years of experience: 10yrs
- Domingo Hernandez Years of experience: 14yrs
- Jason Baldwin Years of experience: 5yrs

Average number of seasonal/Part-time Employees hired: 4 Day to Day

Contact Person: Charles Happy III 859-489-1099 Charleshappy1@gmail.com

Traffic Control coordinator: Charles Happy III

F.1 REFERENCES + PAST WORK EXPERIENCE WITH LFUCG SUBMITTAL FORM
ENVIRONMENT SERVICES TURF MOWING BID #11-2026

David Rudd

859-230-5688

2021 – Present

Landscaping and Turf mowing

1 Acre under contract

Bryon Mitchell

859-321-0940

2023 – Present

Landscaping and Turf mowing

14 Acres under contract

Bennie Brown

859-229-4555

2022 – Present

Landscaping and Turf mowing

5.5 Acres under contract

LFUCG Turf mowing

Dave Johnson

859-494-3085 / wjohnson@lexingtonky.gov

2021 – 2025

120 Acres under contract

Equipment Submittal

A.

-72" Exmark Lazer Z X-series Zero turn 7 Acres per hour

-72" Ferris Diesel Zero turn 9 per hour

-61" Ferris IS700Z Zero turn 5 Acres per hour

-52" Exmark turf tracer X-Series Walk behind 4 Acres per hour

-30" Exmark Commercial Push mower 1.5 Acres per hour

B.

String Trimmers

2 Stihl FS 111 Rx

2 Stihl FS 91 R

3 Echos 2020

1 Shindaiwa T242

2 Shihl Backpack Blowers

C.

6 Begin Mowing signs w/stands

5 End Mowing signs w/stands

15 high visibility vest

5 High visibility triangles for mowers

15 Safety cones

5 Closed Discharge Guard

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

AFFIDAVIT

Comes the Affiant, Happy's General Contracting, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Charles Happy III and he/she is the individual submitting the bid or is the authorized representative of Happy's General Contracting

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 Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Charles Happy III on this the 27th day
of February, 2024

My Commission expires: 8/19/29

NOTARY PUBLIC, STATE OF KENTUCKY



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