



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: January 29, 2025

INVITATION TO BID #14-2025 Nuisance Abatement

Bid Opening Date: February 12, 2025

Bid Opening Time: 2:00 PM

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

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **02/12/2025**. Bids must be submitted/uploaded by the above-mentioned date and time.

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

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

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

Submitted by: Eric Cole Realtor, LLC

Firm Name

828 Burkewood Drive

Address

Lexington, KY 40509

City, State & Zip

Bid must be signed:

| | |
|------------------|---|
| <i>Eric Cole</i> | <small>dotloop verified 02/10/25 11:40 PM EST SMAN-3PDT-LUJT-ZXSZ</small> |
| _____ Owner | |

Signature of Authorized Company Representative – Title

Eric Cole

Representative's Name (Typed or printed)

859-806-8498

Area Code - Phone – Extension *Fax #*

eric.rhonda.cole@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, Eric Cole Realtor, LLC, and after being first duly sworn under penalty of perjury as follows:

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

Further, Affiant sayeth naught. Eric Cole

STATE OF Kentucky
COUNTY OF Fayette

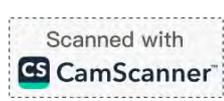
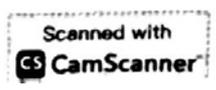
The foregoing instrument was subscribed, sworn to and acknowledged before me by Eric Cole on this the 10 day of Feb., 2025

My Commission expires: 1-16-29

Diana R. Scott
NOTARY PUBLIC, STATE AT LARGE



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



I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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

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

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

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

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of 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 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 4-1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - 3. See bid specifications.

 - C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

 - D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

 - E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

 - F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

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

| | |
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| <i>Eric Cole</i> | dotloop verified 02/10/25 11:42 PM EST FK2U-ZJIC-WOLF-YD0A |
|------------------|--|

Signature

Eric Cole Realtor, LLC
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

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

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

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

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|  | dotloop verified 02/10/25 11:42 PM EST HCEA-C0F9-TS6Q-1461 |
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Signature

2/10/2025

Date

WORKFORCE ANALYSIS FORM

Name of Organization: Eric Cole Realtor, LLC

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

Prepared by: Eric Cole / Owner Date: 02 / 10 / 2025
(Name and Title) *Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

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

The Lexington-Fayette Urban County Government has 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.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323



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 # 14-2025

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. | MBE | Nuisance Abatement | TBD | TBD |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

The undersigned company representative submits the above list of MDWBE 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.

Eric Cole Realtor, LLC
Company

Eric Cole
Company Representative

02/10/2025
Date

Owner
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # N/A

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. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

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

Company

Company Representative

Date

Title



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>Eric Cole Realtor, LLC</u> | Date: | <u>02/10/2025</u> |
| Project Name: | <u>Nuisance Abatement</u> | Project Number: | <u>#14-2025</u> |
| Contact Name: | <u>Eric Cole</u> | Telephone: | <u>895-806-8498</u> |
| Email: | <u>eric.rhonda.cole@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.

| | |
|---|---|
| Kentucky Housing Corporation 1231 Louisville Rd Frankfort, KY 40601 (502) 564-7630 | Cyprex Services, LLC 525 Grand Regency Blvd Brandon, FL 33510 (800) 516-6348 |
|---|---|

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.

Eric Cole Realtor, LCC

Company
02/10/2025

Date

Eric Cole

Company Representative
Owner

Title

4870-1925-6809, v. 1

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

| <u>Coverage</u> | <u>Limits</u> |
|---|--|
| General Liability (Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Commercial Automobile Liability (Insurance Services Office Form CA 0001) | combined single, \$1 million per occurrence |
| Worker's Compensation | Statutory |
| Employer's Liability | \$100,000.00 |
| Excess/Umbrella Liability | \$1 million per occurrence |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/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

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00357187

SPECIFICATIONS FOR NUISANCE ABATEMENT FOR CODE ENFORCEMENT

1.0 SCOPE AND CLASSIFICATION

These specifications describe requirements for the abatement of high grass and weeds or excessive overgrowth, trash and debris, indoor furniture outside, and sidewalk obstructions. The mowing and/or cleanup services will be procured through a competitive bidding process and performed as part of the Nuisance Abatement Program per Chapter 12 of the Lexington Fayette Urban County Government code of ordinances which governs this program.

2.0 PUBLICATIONS

No Publications apply to these specifications.

3.0 REQUIREMENTS

- 3.1 Contractor shall abate all residential or commercial, private or public, vacant or occupied properties designated to be in violation per the Urban County Government on an "as needed" basis. This contract shall not be sub-contracted. This includes temporary service personnel. All services performed under this Contract shall be done by permanent employees of the contractor.
- 3.2 Contractor shall supply to the Urban County Government's designated Representative a quote to perform the services described herein. Awarded Abatement jobs will be based on the best overall bid, which is usually the lowest quote and will be made in the best interest of the Lexington Fayette Urban County Government. All quotes shall be submitted by email within 72 hours or three business days of the Request. Bid proposals will be accepted only if they are broken down and itemized to include the cost of mowing, trash/debris removal, hauling and labor as requested for abatement services. Contractors shall respond to requests for quotes with "No Bid" if they choose not to supply a quote.
- 3.3 Contractor shall remove debris, trash and any other non-usable construction items as necessary to prepare designated properties for mowing. When bidding the job, it is the contractor's responsibility to walk/inspect the property prior to submitting quote.
- 3.4 Contractor may be required to remove litter and debris only; mowing may not be required in all cases.
- 3.5 Contractor shall furnish all labor, materials, equipment, and machinery required to perform professional services described herein.

- 3.6 Contractor shall be paid for actual time spent providing services herein. No payment shall be made for travel time, equipment repairs or other incidental expenses. Contractor shall establish his/her hourly rate at a level sufficient to cover contingencies.
- 3.7 Contractor shall dispose of debris in a legal manner and disposal fee receipt or invoice will be required for re-imbusement.
- 3.8 Contractors shall take clear and recognizable, date and time stamped, photographs of the job site and violations before and after the abatement from the same position or vantage point. In addition, photographs shall be taken of all material that is loaded in a container, truck, or trailer that is to be removed from the property. Photographs shall be submitted to Code Enforcement with all other paperwork. Neglecting to submit required photographs shall result in nonpayment of abatement. If the contractor fails to submit required photographs as described in this section, a warning notification may be issued. After issuance of warning, an additional occurrence of improper submitted photographs may lead to immediate removal from the contractor list, as well as nonpayment of abatement.
- 3.9 Contractors shall be required to start the abatement process within 48 hours, or 2 business days of being awarded the contract and complete within 72 hours or three business days under normal circumstances. The officer may award the abatement to the next lowest or most qualified quote if the contractor cannot start the abatement and finish within the above time frames. If the contractors cannot fulfill their obligation, they shall contact the officer or their supervisor immediately.
- 3.10 The work performed shall be of professional quality with attention to detail, and the product should mirror that of private customer expectation. Incomplete work shall result in nonpayment. Abandoning an abatement in progress or the neglect to perform an awarded abatement may result in removal from the contractor list without warning notification.
- 3.11 Contractors are expected to submit work completion invoices and supporting documentation electronically to the code enforcement officer within five business days of completing the abatement. This timeframe may exclude holidays, weather, and extenuating circumstances. Failure to adhere to the prescribed submittal guidelines may result in non-payment of abatement.

4.0 DELIVERY

No requirements for delivery of services are established herein other than the response time specified in Section 3.9 above.

5.0 INSPECTION

Code Enforcement will inspect prospective contractors to determine if they have the ability to do the work. For example: determine what equipment and how many people are available to do the work.

6.0 NOTES

6.1 Contractor shall submit with his/her bid, a statement of experience which details the length of time the business has been in operation, and how long they have performed as a licensed contractor. A listing of all equipment available for performance of this contract is required. Contractors are not required to own each piece of equipment or heavy machinery, however they must be able to acquire them as needed for each job they are awarded. The list shall specify the quantity and availability of each item listed below:

Mowing and Debris Removal

- A. Tractors/Batwing _____
- B. Tractor/Bushhog _____
- C. Dump Truck(s) _____
- D. Pickup Truck(s) _____
- E. Bulldozer _____
- F. Front-end Loader _____
- G. Skid Loader(s) _____
- H. Riding Mower(s) _____
- I. Walk-Behind Mower(s) _____
- J. Push Mower(s) _____
- K. Weed-Eater(s) _____
- L. Other Related Equipment _____

6.2 For Nuisance Abatement Projects, the Division of Code Enforcement may request written quotes as to the:

- A. Cost of Mowing
- B. Mowing and Cleanup Services
- C. Cleanup Services only

The quotes should clearly indicate total cost for abating the nuisance, including time to take debris to a dump or recycling center.

NOTE: For all LFUCG project, any fill, trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site. Contractor will be required to submit copies of the dump and recycling invoices for payment. Contractors are responsible for damages incurred to the property during the abatement, and any items that are removed that are not identified by the code enforcement officer as a violation, is prohibited. The contractor shall in every instance, provide clear and recognizable before and after photographs of the violations to be abated and of all material that is to be removed from the property. Material to be removed shall be photographed in each container, truck, or trailer it is to be hauled in before removal from the property. All before and after photographs should be taken from the same vantage points, and be date & time stamped. All photographs shall be submitted electronically and attached with the invoice information. Abatement invoices may not be paid if required photographs are not provided. No items identified as a violation shall be retained for personal use by the contractor, if it is proven that private property that is outside of the scope of violation has been removed, the contractor may be removed from the contractor list without warning.

6.3 Contractors shall have in their possession the paperwork from Code Enforcement that authorizes the abatement.

6.4 Abatement contractors are expected to perform professionally, and provide "turf quality" work. Keep in mind, the contractor is representing the city and must be respectful to property owners and tenants, as well as the personal property and the premises on which they are working at all times. If the contractor enters upon the subject property to perform the abatement and asked to leave, they must remove themselves from the property and contact the Code Enforcement officer or the Code Enforcement supervisor immediately. Contractors will be compensated for approved work performed prior to mandatory stop work and removal from property. Before and after photographs representing the work completed shall be required before any compensation is approved.

- 6.5 Any contractor that leaves abatement incomplete willfully and walks away from an abatement in progress, or fails to complete an abatement without notifying the Code Enforcement officer, may be removed from the contractor list without warning and may suffer nonpayment for incomplete work. In addition, the job will be assigned to the contractor that submitted the next lowest, or most qualified bid proposal.
- 6.6 Upon completion of the job, the contractor shall submit an invoice showing the address, rates charged and total hours, date of actual clean up. To be included are: disposal fee receipt or invoice, and required time and date stamped before and after pictures. Contractor is responsible for submitting the supportive documentation to the Code Enforcement officer no later than 72 hours, or three (3) business days after the completion of work. Invoices and supportive documentation shall be submitted electronically to the Code Enforcement officer.
- 6.7 Contractor invoices shall not exceed bid proposal price unless a price change approval is granted by the Code Enforcement officer or supervisor prior to work commencing or completion. This does not include the price change resulting from approved disposal fees.
- 6.8 Emergency Abatement and Structure Board-up and Securing contracting may be available to participating contractors that qualify. Required availability to respond to time sensitive abatement requests. Shall have necessary equipment and labor force to respond as necessary. Code Enforcement shall offer this specialized contracting as needed to include the abatement of: hazardous items, unhealthy and unsanitary conditions, dangerous environment, vacant, abandoned, or otherwise dangerous structure board up and securing (as prescribed by Code Enforcement policy) and general public safety abatement needs. The assignment of actions will be based on a rotation administered by the division director and any deviation will be approved by the director based on the contractor availability to respond in a timely manner.

BID PRICING

All bid pricing must be submitted in the Ionwave Line Items section.

| <u>Mowing and Debris Removal</u> | <u>Unit of Measure</u> |
|---|------------------------|
| A. Farm tractor and bat-wing mower w/operator | HR |
| B. Farm tractor and bush hog with operator | HR |
| C. Heavy equipment with operator (front-end loader, track hoe, etc.) | HR |
| E. Dump Truck per load with operator | HR |
| F. Pick-up truck per load with operator | HR |
| G. Skid loader with operator | HR |
| H. Rate for riding mower with operator | HR |
| I. Walk-behind mowers with operator | HR |
| J. Per person for push mowers, weed-eaters, etc. | HR |
| K. Hourly rate for manual labor | HR |

WASTE DISPOSAL

Code Enforcement shall reimburse disposal fees invoices or receipts from authorized waste disposal facilities only.

Waste disposal facility (**specify location**)

Eric Cole Realtor, LLC

Response for RFP for Lexington Urban
County Government (LFUCG)

BID # 14-2025

Date of Submission: 2/19/2025

DUE February 12, 2025

Contact Person: Eric Cole

Contact Number: 859-806-8498

Email Address: eric.rhonda.cole@gmail.com

SIGNATURE:

Eric Cole

dotloop verified
02/10/25 11:36 PM EST
3WTZ-FYS0-RNWP-4WIV

EXECUTIVE SUMMARY

Eric Cole Realtor, LLC is pleased to submit this proposal in response to the Lexington-Fayette Urban County Government's Request for Proposal for #14-2025 Nuisance Abatement services. With extensive experience in property maintenance, vegetation control, and debris removal, we are confident in our ability to meet and exceed the requirements outlined in the RFP.

Our team consists of trained professionals with expertise in code enforcement compliance and municipal abatement programs. We have successfully provided similar services for local governments and private clients, ensuring timely and cost-effective property maintenance solutions.

THE OBJECTIVES

Eric Cole Realtor, LLC will perform the following services as directed by LFUCG to bring properties into compliance with local ordinances:

- **Mowing & Vegetation Control:** Cutting of high grass and weeds using commercial-grade mowing equipment.
- **Trash & Debris Removal:** Clearing junk, trash, and obstructions from designated properties.
- **Sidewalk & Public Area Maintenance:** Ensuring pedestrian pathways remain clear of vegetation and obstructions.
- **Response & Compliance:** Completing all work within the required timeframe to meet LFUCG enforcement guidelines.

All work will be completed using our permanent employees. No subcontractors will be used.

1.0 Scope and Classification

We acknowledge and understand the specifications outlined for nuisance abatement services as detailed in Sections

2.0 PUBLICATIONS

We understand that there will be no publications.

BID PRICING

We propose the following pricing model for nuisance abatement services:

| Service | Cost Per Service/ UNIT of MEASURE |
|---|--|
| Farm Tractor and bat-wing mower with operator | N/A |
| Farm Tractor and bush hog with operator | N/A |
| Heavy Equipment with Operator | N/A |
| Dump Truck per load with Operator | N/A |
| Pick-Up Truck per load with Operator | \$200.00 |
| Skid Loader with Operator | N/A |
| Rate for Riding Mower with Operator | \$80.00 |
| Walk-Behind Mowers with Operator | \$80.00 |
| Per person for push mower, weed eaters | \$80.00 |
| Labor | \$ 80 per hour |

Pricing is based on standard service rates and may be adjusted depending on project scope.

SPECIFICATIONS FOR NUISANCE ABATEMENT FOR CODE ENFORCEMENT

1.0 SCOPE AND CLASSIFICATION

We recognize that the scope of this contract includes the removal of high grass, excessive overgrowth, trash, debris, and indoor furniture placed outside, as well as clearing of sidewalk obstructions. We understand that these services are to be

procured through a **competitive bidding process** and will be performed as required by local ordinances.

2.0 PUBLICATIONS

We acknowledge that no publications apply to these specifications.

3.0 REQUIREMENTS

3.1

I acknowledge the requirements outlined in Section 3.1 regarding contractor abatement responsibilities. My team is prepared to perform the necessary abatement services on an "as needed" basis for all designated properties, including residential and commercial, private or public, vacant or occupied, as per the Urban County Government's directives.

Additionally, I confirm that all work will be done by permanent employees of our company, with no subcontracting or use of temporary personnel, in full compliance with the contract specifications.

3.2

We will supply the designated Urban County Government representative with a **detailed quote** for the requested services, including:

- **Mowing & Vegetation Control**
- **Trash & Debris Removal**
- **Hauling & Disposal**
- **Labor Costs**

All quotes will be provided within **72 hours** or **three business days** of the request.

We will ensure that our quotes are **itemized** to reflect individual service costs, allowing for transparency and accurate cost evaluation.

If we choose not to submit a quote for a specific request, we will **formally respond with a "No Bid" acknowledgment** as required.

3.3

We acknowledge the requirement to remove debris, trash, and any non-usable construction items necessary for property preparation before mowing. We will ensure that a thorough site inspection is conducted before submitting a quote to assess the scope of work required.

3.4

We understand that in some cases, the scope of work may be limited to litter and debris removal only, without mowing. We are prepared to comply with these requirements as specified.

3.5

We confirm that we will provide all necessary labor, materials, equipment, and machinery to perform the professional services outlined in this agreement.

3.6

We acknowledge that payment will only be provided for the actual time spent on services, excluding travel time, equipment repairs, or other incidental expenses. We will ensure that our hourly rate is structured appropriately to account for contingencies.

3.7

We confirm that all debris will be disposed of in a legal manner, and we will provide the necessary disposal fee receipts or invoices for reimbursement as required.

3.8

We understand the requirement to take clear, date- and time-stamped photographs before and after the abatement from the same vantage point. Additionally, we will document all material loaded for removal. These photographs will be submitted along with all required paperwork to Code Enforcement. We acknowledge that failure to provide proper documentation may result in nonpayment and potential removal from the contractor list.

3.9

We are prepared to initiate the abatement process within the required timeframe of 48 hours or two business days from the contract award and complete the work

within 72 hours or three business days under normal conditions. If any delays arise, we will promptly notify the appropriate officer or supervisor to ensure compliance.

3.10

We will perform all the work to a professional standard that meets private customers' expectations. We understand that incomplete work or abandonment of an abatement may result in nonpayment and potential removal from the contractor list without PRIOR warning.

3.11

We confirm our commitment to submitting completion invoices and supporting documentation electronically within five business days of completing the abatement. We acknowledge that failure to adhere to this timeframe, unless affected by extenuating circumstances, may result in nonpayment.

Please let us know if any additional details or modifications are required.

4.0 DELIVERY

No requirements for delivery are noted.

5.0 INSPECTION

It is noted that Code Enforcement will inspect to ensure that Eric Cole Realtor LLC has the capability to perform the work.

6.0 NOTES

6.1

We acknowledge that a statement of experience that entails the length of time of our operation and how long as licensed should be submitted with all bills. A list of all equipment available for the performance of all contracts are required. It is understood that we do not have to own the equipment, but a list to perform the work should be provided.

6.2

Quotes and Disposal Compliance:

- We will provide written quotes as requested for mowing, mowing and cleanup, or cleanup services only.

- Our quotes will clearly indicate the total cost, including the time required for debris transportation to an approved dump or recycling facility.
- We will ensure that all materials removed from the project site are disposed of in accordance with local, state, and federal regulations.
- The designated disposal site will be pre-approved by LFUCG, and all disposal documentation, including dump and recycling invoices, will be submitted for payment.
- We accept full responsibility for any fines associated with improper disposal.
- We understand that we are responsible for any damage incurred during abatement and will only remove items explicitly identified by the Code Enforcement officer as a violation.
- We will provide **clear, date- and time-stamped before and after photographs** from the same vantage points for all violations and removed materials. These photographs will be attached to our invoice submission.
- We acknowledge that abatement invoices may not be paid if the photographs required are not provided.
- We affirm that no items identified as a violation will be retained for personal use. Any unauthorized removal of private property outside the scope of the violation may result in removal from the contractor list without warning.

6.3 - Abatement Authorization:

- We will ensure that we have all the necessary authorization paperwork from Code Enforcement in our possession before beginning any abatement work.

6.4 - Professional Conduct & Compliance:

- We commit to performing all work to professional standards, ensuring a “turf-quality” result that aligns with city representation.
- Our team will conduct themselves with respect toward property owners, tenants, personal property, and the premises.

- If we are asked to leave a property while performing an abatement, we will immediately comply and notify the appropriate Code Enforcement officer or supervisor.
- Compensation will only be requested for **the approved work completed prior to a mandatory stop order**, and all required before and after photographs will be submitted for review before payment.

6.5

We acknowledge that failure to complete an abatement without notifying the Code Enforcement officer may result in removal from the contractor list and nonpayment for incomplete work. We are committed to fulfilling all awarded abatement projects and will notify the appropriate authorities if any issues arise that could impact completion.

6.6

We will ensure that all invoices include the necessary details, such as address, rates, hours worked, and the date of clean-up. We will provide disposal fee receipts, required time- and date-stamped photographs, and any other supportive documentation. We understand that all required documents must be submitted electronically within 72 hours (three business days) of job completion.

6.7

We confirm that all contractor invoices will remain within the bid proposal price unless an official price change is granted by the Code Enforcement officer or supervisor. We recognize that approved disposal fees are separate from this condition.

Finally, for Section 6.8, we acknowledge that Emergency Abatement and Structure Board-up and Securing services may be available to participating contractors who meet the qualifications. We understand the requirement for timely response to urgent abatement requests and confirm that we have the necessary equipment and labor force to fulfill these needs as required. We will adhere to Code Enforcement policies regarding hazardous items, unsafe conditions, and structure board-up and securing.

BID PRICING

We propose the following pricing model for nuisance abatement services:

| Service | Cost Per Service/ UNIT of MEASURE |
|---|--|
| Farm Tractor and bat-wing mower with operator | N/A |
| Farm Tractor and bush hog with operator | N/A |
| Heavy Equipment with Operator | N/A |
| Dump Truck per load with Operator | N/A |
| Pick-Up Truck per load with Operator | \$200.00 |
| Skid Loader with Operator | N/A |
| Rate for Riding Mower with Operator | \$80.00 |
| Walk-Behind Mowers with Operator | \$80.00 |
| Per person for push mower, weed eaters | \$80.00 |
| Labor | \$ 80 |

Pricing is based on standard service rates and may be adjusted depending on project scope.

WASTE DISPOSAL

We understand that CODE ENFORCEMENT will reimburse disposal fees, invoices, or receipts from authorized waste disposal facilities only.

WASTE DISPOSAL FACILITY LOCATIONS

- Waste Services of the Bluegrass, 1505 Old Frankfort Pike, Lexington, KY 40504
- _____

RISK MANAGEMENT RESPONSE / Indemnification and Hold Harmless

We acknowledge and agree to comply with the indemnification and risk management provisions outlined in the contract, including the following:

1. **Assumption of Responsibility:**

- We fully accept responsibility and liability for any damages to persons or property arising from our actions, omissions, or those of our employees, agents, subcontractors, or other representatives under this agreement.

2. **Indemnification of LFUCG:**

- We agree to indemnify, hold harmless, and defend LFUCG, including its elected and appointed officials, employees, agents, volunteers, and successors, against any claims, liabilities, damages, and legal costs associated with our performance or breach of the agreement.
- This indemnification covers personal injury, bodily harm, property damage, and other related losses, provided they are not solely due to the active negligence or willful misconduct of LFUCG.

3. **Defense Against Allegations:**

- If LFUCG is alleged to be liable in connection with our performance under this agreement, we will provide a full legal defense, covering all costs, attorney's fees, court expenses, and expert witness fees.
- Any legal representation will be conducted by attorneys approved in writing by LFUCG, with such approval not being unreasonably withheld.

4. **No Limitation by Insurance:**

- We understand that these indemnification provisions are not limited by any financial responsibility or insurance coverage requirements and will remain in effect beyond the termination of this agreement.

5. **Understanding of LFUCG's Limitations:**

- We acknowledge that LFUCG, as a political subdivision of the Commonwealth of Kentucky, **cannot provide indemnification** to us in any form.

We confirm our full compliance with these provisions and will ensure that our operations align with the outlined risk management requirements. Please let us know if any additional documentation or clarifications are necessary.

INSURANCE REQUIREMENTS

We acknowledge the insurance requirements outlined in the document and understand that compliance is mandatory to qualify for contract award. We will ensure that we procure and maintain the required coverage, including:

- **General Liability Insurance** with a minimum of \$1 million per occurrence and \$2 million aggregate or combined single limit.
- **Commercial Automobile Liability Insurance** with a minimum of \$1 million per occurrence.
- **Worker's Compensation Insurance** as required by statute.
- **Employer's Liability Insurance** with a minimum of \$100,000.
- **Excess/Umbrella Liability Insurance** with a minimum of \$1 million per occurrence.

- A. We confirm that all Certificates of Insurance will be properly filed and approved by the Kentucky Department of Insurance (DOI). Additionally, we acknowledge that LFUCG will be named as an additional insured on the General Liability and Commercial Automobile Liability policies, using Kentucky DOI-approved forms.
- B. We understand that the **General Liability Policy will be primary** to any insurance or self-insurance retained by LFUCG.
- C. We will ensure that our **General Liability Policy includes either a Products and Completed Operations endorsement or a Premises and Operations Liability endorsement**, unless deemed unnecessary by LFUCG.
- D. We will provide **LFUCG with at least 30 days' advance written notice via certified mail, return receipt requested, in the event of policy cancellation or non-renewal** of any required insurance coverage.
- E. We will obtain insurance coverage from **insurers acceptable to LFUCG**, meeting the required financial and rating standards.

Specifically, all insurers must have a **rating classification of no less than Excellent (A or A-)** and a **financial size category of no less than VIII** according to the most current Best's Key Rating Guide.

SELF INSURED PROGRAMS

We do not participate in self-insured programs.

Safety, Coverage Verification, and Default Provisions

We acknowledge and agree to comply with the safety and insurance requirements outlined in the contract, including the following provisions:

- **Safety and Loss Control:** We will adhere to all applicable federal, state, and local safety standards in the performance of our work. We commit to taking necessary actions to protect the health, safety, and property of our personnel, the public, and LFUCG while on the job site.
- **Verification of Coverage:** We confirm our agreement to provide LFUCG with all required Certificates of Insurance, signed by an authorized insurer representative, before the final contract award. Additionally, we will provide copies of all insurance policies and endorsements upon request.
- **Right to Review, Audit, and Inspect:** We acknowledge LFUCG's right to review, audit, and inspect our records and operations to ensure compliance with insurance requirements and will provide full cooperation in this regard.
- **Default Provisions:** We understand that failure to comply with the outlined insurance, safety, or loss control provisions may result in default. LFUCG reserves the right to apply remedies, including but not limited to, purchasing required insurance on our behalf (at our expense) or suspending/terminating work. We will take all necessary steps to ensure compliance and to prevent such actions.

Please let us know if any additional information or documentation is required.

CONCLUSION

We acknowledge and accept the terms and conditions outlined in **RPR #14-2-25**, including all requirements related to **abatement services, insurance coverage, risk management, and compliance standards** set forth by LFUCG. Our team is committed to adhering to all contractual obligations, including:

- **Timely and professional execution** of nuisance abatement projects, ensuring compliance with safety, disposal, and photographic documentation requirements.
- **Full adherence to insurance and indemnification provisions**, maintaining proper liability coverage and submitting necessary documentation as required.
- **Strict compliance with disposal regulations**, ensuring all removed materials are disposed of in accordance with local, state, and federal laws.
- **Respect for property owners and tenants**, always ensuring professional conduct while performing abatement services.
- **Transparency and accountability**, providing all required before-and-after documentation, invoices, and supporting paperwork for proper project tracking and payment processing.

We understand that **failure to comply with the specified terms** may result in penalties, nonpayment, or removal from the approved contractor list. We are fully prepared to meet all expectations and requirements outlined in this document.

If there are any additional clarifications or requirements, please let us know, and we will ensure full compliance.

Eric Cole dba as ERIC COLE REALTOR LLC

Eric Cole

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