

June 25, 2025

Kristie Thomas  
LFUCG Central Purchasing  
200 East Main Street  
Lexington, KY 40507

**Subject: Invitation to Bid #78-2025  
Greenway Maintenance**

Dear Ms. Thomas:

This submittal is provided in response to the solicitation referenced above issued on June 12, 2025. The required bid documents and supporting information are attached. Specifically, this submittal is for the following Category/Sub-Category of work as specified in the *Invitation to Bid*:

- **Category: Installation & Maintenance Services**
  - **Sub-Category: M3 – General maintenance of naturalized, planted, and green infrastructure areas including weeding, pruning, mowing (turf and pasture), trash collection, woody debris removal, etc.**

Brownfields is a nationally certified woman-owned business enterprise (WBE) offering a wide range of ecologically focused services on environmental, construction and facility maintenance projects. Our company has a 23-year history of delivering innovative, economical solutions to the maintenance challenges of municipalities, state and federal government agencies and industry. Pertinent company information is provided in **Table 1**.

Table 1. Company Information	
Business Name	Brownfields Development, LLC
Corporate Address	2527 Nelson Miller Parkway Suite 204 Louisville, KY 40223
Contact / Phone Number	Theresa Bascom / 502-409-7733
Kentucky Secretary of State Organization No.	0538062
LFUCG Business License	License #15058968
LFUCG Specialty Contractor License	License #18288
Nationally Certified WBE (NWBOC)	Certification # RNW25034
Website	www.brownfieldsendv.com

Delivering client success demands more than a comprehensive array of skills and maintenance services. Providing real depth of service requires a broad range of expertise and resources which can be focused on any project in a very short timeframe. Our deliberate approach ensures the most qualified management, construction and lawncare specialists for each project are individually selected for their unique skill sets to contribute to the success of a project or assignment. We currently maintain numerous contracts for mowing and maintenance services for various federal, municipal, industrial and private clients.

We focus on solutions that meet our clients' requirements and business goals. We strive to understand our clients' full complement of needs including their financial parameters and constraints.

We will comply with all insurance requirements if awarded this contract. A copy of our current certificate of insurance is attached.

## Past Performance & Experience

We have successfully completed large-scale mowing programs, clearing/degrubbing, tree trimming/removal, trash removal and various other maintenance services at multiple facilities and along right-of-way sections throughout the region for federal agencies, state and local governments, industry and private clients. Brownfields has more than 23 years of facility/grounds maintenance and mowing (both finish and rough cut) experience throughout Kentucky and the adjoining states.

Following are summaries of some of our on-going contracts or recently completed projects with similar scope and requirements. References for projects of similar scope, including contact information, are included with each project summary. In addition, we are licensed by the Kentucky Department of Agriculture as a pesticide applicator (Company ID #41654, Pesticide Applicator License #68424). A copy of the license is attached.

Mowing for Lexington Community Land Trust, Lexington, Kentucky

Project Information	
Project Type	Maintenance and Mowing
Location	Southend (Davis) Park, Lexington, Kentucky
Description	Mowing & Trimming of Multiple Parcels
Work Tasks	<ul style="list-style-type: none"><li>• Mowing With Zero Turn Mowers</li><li>• Trash removal</li><li>• Heavy Equipment Mobilization</li><li>• Mowing With Tractor &amp; Batwing Mower</li><li>• Herbicide Application</li><li>• Trim &amp; Brush Cutting</li><li>• Limb Removal, If Required</li></ul>
Date	2021 to 2023

Total Project Cost	\$18,720
Owner/Client	Lexington Community Land Trust
Contact	Juliana McDonald Lexington Community Land Trust Office - (859) 553-3222 Direct – (859) 338-3967

## Mowing for Haley Pike Landfill, LFUCG, Lexington, Kentucky

Project Information	
Project Type	Maintenance and Mowing
Location	Haley Pike Landfill, Lexington, Kentucky
Description	Mowing & Trimming of Approximately 480 Acres
Work Tasks	<ul style="list-style-type: none"> <li>• Heavy Equipment Mobilization</li> <li>• Pasture Mowing of Landfill With Multiple Tractors &amp; Batwing Mowers</li> <li>• Weekly finish mowing of scale house lot</li> <li>• Herbicide Application</li> <li>• Trim &amp; Brush Cutting</li> <li>• Limb Removal</li> </ul>
Date	Ongoing (2017 to Present)
Total Project Cost (to date)	\$325,836
Owner/Client	Lexington Fayette Urban County Government
Contact	Richard Boone Division of Waste Management LFUCG Office - (859) 519-5981 <a href="mailto:rboone@lexingtonky.gov">rboone@lexingtonky.gov</a>

## Road, Land and Stream Cleanup, LFUCG, Lexington, Kentucky

Project Information	
Project Type	Maintenance and Mowing
Location	Lexington, Kentucky
Description	Road, Land and Stream Cleanup
Work Tasks	<ul style="list-style-type: none"> <li>• Heavy Equipment Mobilization</li> <li>• Mowing With Multiple Tractors &amp; Batwing Mowers</li> <li>• Trim &amp; Brush Cutting</li> <li>• Limb and Trash Removal, If Required</li> </ul>

	<ul style="list-style-type: none"> <li>• Herbicide Application</li> <li>• Leaf Collection and Disposal</li> </ul>
Date	Ongoing (2018 to Present)
Total Project Cost (to date)	\$180,543
Owner/Client	Lexington Fayette Urban County Government
Contact	Jennifer Carey Division of Environmental Services LFUCG Office - (859) 425-2888 <a href="mailto:jcarey@lexingtonky.gov">jcarey@lexingtonky.gov</a>

## Mowing Services, Metropolitan Sewer District, Louisville and Jefferson County

Project Information	
Project Type	Maintenance & Mowing
Location	Various Retention and Detention Basins, Levee, Various Open Areas & Easements, Louisville, Kentucky
Description	Mowing and Trimming Services
Work Tasks	<ul style="list-style-type: none"> <li>• Equipment Mobilization</li> <li>• Mowing With Multiple Zero Turn Mowers</li> <li>• Tractors &amp; Batwing Mowers</li> <li>• String Trimming &amp; Brush Cutting</li> <li>• Limb Removal, If Required</li> <li>• Herbicide Application</li> </ul>
Date	Ongoing (2024 to Present)
Total Project Cost (to date)	\$460,100
Owner/Client	Louisville & Jefferson County Metropolitan Sewer District
Contact	Tonya Gaylor Operations Performance Administrator Louisville MSD Office - (502) 540-6936 <a href="mailto:Tonya.Gaylor@louisvilleMSD.org">Tonya.Gaylor@louisvilleMSD.org</a>

## Municipal Parks Department, LFUCG, Lexington, Kentucky

Project Information	
Project Type	Parks Mowing
Location	Lexington, Kentucky
Description	Mowing Multiple Parks Packages
Work Tasks	<ul style="list-style-type: none"> <li>• Mowing With Zero Turn Mowers</li> <li>• Trash removal</li> <li>• Heavy Equipment Mobilization</li> <li>• Mowing With Tractor &amp; Batwing Mower</li> <li>• Herbicide Application</li> <li>• Trim &amp; Brush Cutting</li> <li>• Limb Removal, If Required</li> </ul>
Date	On-Going (2020 to Present)
Total Project Cost (to date)	\$846,700
Owner/Client	LFUCG
Contact	Jeff Smith Public Service Supervisor Parks & Recreation Maintenance Office - (859) 280-8830 <a href="mailto:jsmith1@lexingtonky.gov">jsmith1@lexingtonky.gov</a>
Date of Completion	October 2021

## Right-Of-Way Mowing - East, LFUCG, Lexington, Kentucky

Project Information	
Project Type	Right-of-Way Mowing
Location	Lexington, Kentucky
Description	Mowing & Trimming – East Package
Work Tasks	<ul style="list-style-type: none"> <li>• Turf Mowing with Zero Turn Mowers</li> <li>• Mowing With Tractor &amp; Batwing Finish Mowers</li> <li>• Herbicide Application</li> <li>• Trim &amp; Brush Cutting</li> <li>• Limb Removal, If Required</li> <li>• Trash Removal</li> </ul>
Date	2020 to 2022
Total Project Cost	\$157,333
Owner/Client	Lexington Fayette Urban County Government

Contact	Jennifer Carey Division of Environmental Services LFUCG Office - (859) 425-2888 <a href="mailto:jcarey@lexingtonky.gov">jcarey@lexingtonky.gov</a> Dave Johnson Division of Waste Management LFUCG Office - (859) 519-5981 <a href="mailto:wjohnson@lexingtonky.gov">wjohnson@lexingtonky.gov</a>
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## Right-Of-Way Mowing - Southwest, LFUCG, Lexington, Kentucky

Project Information	
Project Type	Right-of-Way Mowing
Location	Lexington, Kentucky
Description	Mowing & Trimming – Southwest Package
Work Tasks	<ul style="list-style-type: none"> <li>• Turf Mowing with Zero Turn Mowers</li> <li>• Mowing with Tractor &amp; Batwing Finish Mowers</li> <li>• Herbicide Application</li> <li>• Trim &amp; Brush Cutting</li> <li>• Limb Removal</li> <li>• Trash Removal</li> </ul>
Date	Ongoing (2020 to Present)
Total Project Cost (to date)	\$437,040
Owner/Client	Lexington Fayette Urban County Government
Contact	Jennifer Carey Division of Environmental Services LFUCG Office - (859) 425-2888 <a href="mailto:jcarey@lexingtonky.gov">jcarey@lexingtonky.gov</a> Dave Johnson Division of Waste Management LFUCG Office - (859) 519-5981 <a href="mailto:wjohnson@lexingtonky.gov">wjohnson@lexingtonky.gov</a>

## Project Methodology & Capacity

Proper planning of field activities and communication will occur to ensure that the required resources are available to implement the scope of work and accomplish the project's

objectives. We have developed a Standard Operating Procedure (SOP) which describes the requirements and procedures that must be followed by the Project Manager (PM) and assigned field staff to properly prepare and execute field activities. The Project Manager is ultimately responsible for the proper planning, implementation and successful completion of the mowing project.

### Health and Safety

The expectation of our management and our clients is that we operate in a manner that protects our employees, property, and reputation as well as the assets of our clients. Whether they involve harm to people or the environment, damage to property, or loss of a process, accidents are costly and can have a significant impact to our employees, subcontractors, clients and public image, as well as project cost and schedule.

Brownfields maintains a continually improving integrated safety and risk management program so that we can safely deliver leading edge construction and business solutions to efficiently and effectively meet the needs of our clients. The result of our efforts is that we not only have safe and healthy employees, but our accident costs and loss history are substantially better than our industry at large. Our goal is not just to have safety with projects, or safety and projects, but to have **safe projects**.

To accomplish our goal, we have fully embraced the concept of Integrated Safety Management (ISM). For us, ISM is the integration of safety into all aspects of work planning and execution, and is an essential part of project accomplishment. ISM is an integral part of the definition, planning, engineering, analyses, budgeting, approval, and execution of work from beginning to end for all of our employees and subcontractors.

Brownfields has a comprehensive health and safety program which has been developed to meet or exceed federal and state OSHA requirements as well as other applicable regulatory standards. Employees are required to read the written safety program as part of new hire orientation.

### Project Specific Health and Safety

Employees address project safety throughout the duration of each work task or project. Pre-project meetings include safety planning and site-specific Health and Safety Plans. The purpose of each Safety Plan is to identify and reduce potential hazards associated with site operations. Each Safety Plan outlines potential hazards associated with performing field work and the measures for minimizing the risks associated with those hazards. Each Safety Plan is reviewed and approved by the Project Manager and the designated Site Safety Officer. Employees involved with the project are required to review, discuss areas of potential concern, and sign the Health and Safety Plan prior to commencement of work. Employees perform a safety start-up meeting at the project site on the first day of the project. Employees perform a safety tool box or safety minute meeting every morning prior to work commencement. Inspections are performed as required and/or as necessary. New employees and/or visitors are not allowed to participate in field-related activities until receiving a proper level of safety training.

The field services group has an internal reporting procedure and utilizes phone contact

to ensure the fastest notification of incidents, including close calls and notices of unsafe conditions. All employees have been trained on the importance of reporting all potential safety concerns. As a result, close call and unsafe condition reporting has increased for the company, significantly contributing to the reduction in both OSHA recordable cases and insurance dollars spent. Incident investigations pertaining to our work or employees are thorough, and corrective actions are implemented as soon as possible. Any unsafe conditions due to our actions or directly affecting our employees' working environment are documented and corrected immediately or work ceases until conditions can be corrected.

Employees and managers are encouraged and provided with materials to regularly discuss safety in staff meetings. All employees and contractors are strongly encouraged to practice safety with all project and office activities as well as personal and home activities. Safety is part of our culture and we recognize that our most valuable resource is our employees.

#### Traffic Control Measures

If required, Temporary Traffic Control (TTC) measures will be employed when conducting greenway maintenance activities at paved and unpaved roadways. Typical maintenance activities include grading and removing debris from ditches, while typical construction activities include resurfacing and reconstruction.

Traffic control equipment (ex. work vehicle lights, cones, lighted barricades, lighted roadwork signs, detour signs, road closed signs, and directional) will be employed when working in the right-of-ways and on roadways. Work zones requiring TTC will be established with the following four distinctive requirements:

- Advance Warning Area - The advance warning area tells road users what to expect. TTC may be a single sign, a series of signs, or high-intensity rotating, flashing, oscillating, or strobe lights on a work vehicle. In a short-duration operation on a low-volume, unpaved road with adequate sight distance in both directions, in which neither the work nor the traveling public creates dust clouds obscuring the work area, sufficient advance warning may be achieved with the high-intensity lights on a work vehicle. Conversely, a work operation that is not clearly visible to the traveling public and requires motorists to modify their path may require the full series of advance warning signs.
- Transition Area - Redirects road users out of the normal path. Light grading operations with sufficient sight distances in both directions, in which neither the work nor the traveling public creates dust clouds, may rely on high-intensity flashing lights to indicate a need for approaching motorists to leave the normal travel path. By contrast, in operations where sight distances are limited and where motorists must leave the normal travel path for significant distances, a full series of channelizing devices may be needed to delineate where motorists must leave the lane. Typically, these types of operations will also require flaggers or other means of alternating one-way lanes around the work area. This TTC may need to be installed a significant distance from the workers and equipment. Flaggers, when



needed, will be properly trained and equipped with a stop-slow paddle.

- Activity Area - The activity area is where the work task takes place. As with paved roadways, unpaved roadways may require a number of spot maintenance activities including drainage repair and replacement, approach grading, and sign repair and replacement. For these activities, the TTC and the Traffic Control Plan (TCP) on paved and unpaved roads are interchangeable. An activity unique to unpaved roads is the process of reshaping the road surface. This is accomplished using a motor grader/ maintainer to cut the gravel surface and remove material from the surface, place the material into a berm or windrow, and then spread the material across the full width of the unpaved road.
- Termination Area - The termination area informs the traveling public of the end of the work zone, where motorists return to the normal driving path. As most unpaved roads are two-lane, two-way, and low-volume, the termination area will be established occasionally as needed for local conditions.

## **Key Personnel & Equipment**

We understand the importance of keeping any project on schedule and as such, we have evaluated our staff's current availability. The most experienced staff is only effective if it is available. We know that successful project delivery is the key ingredient to maintaining our solid reputation and we don't sacrifice our ability to provide high quality services by taking on too much work. Quality is the priority and we carefully control our volume of work to maintain that priority and meet the schedule commitments of the projects we undertake. Our Team utilizes a detailed forecasting system to manage the staffing of our projects and we have utilized this system to evaluate the availability of key staff for this project. During execution of project work, weekly staff meetings are held in which work is scheduled in advance on a master schedule. This ensures that appropriate staff are available to meet client needs and project schedules.

Our Team's past performance record demonstrates that we can successfully complete multiple task orders simultaneously. On a routine basis with our current and our previous contracts, it is not unusual for us to manage multiple simultaneous task orders with similar performance schedules. We achieved this high level of performance with dedicated project managers and project teams committed to each task order allowing us to handle all task orders efficiently and effectively.

The management approach presented in this section is structured to consistently provide quality service that will achieve three major objectives:

- Complete assigned work tasks in a workman-like manner.
- Meet all interim project milestones and the overall schedule.
- Finish the project tasks on or under budget.

The first step in successful project management is the right organization, and the central figure in any project organization is the Project Manager. For this project we are fortunate to offer one of our most experienced managers, Richard Bascom, to fill this role. Richard is very experienced in working with various municipalities and utilities. Richard will also be the designated Field Superintendent for tasks assigned under this contract.

**Richard Bascom – Program Manager / Field Superintendent/ Site Supervisor.**

Richard possesses over 32 years of experience managing and implementing large-scale mowing and maintenance projects. Areas of expertise include industrial facility maintenance, demolition of industrial facilities, pipeline installation, construction management, pesticide/herbicide applications, and large-scale excavation projects. Key staff members that will be assigned to this project are as follows:

Richard Bascom Assignment Project Manager/Field Superintendent Education B.S., Geology, Eastern Kentucky University Professional Geologist, Kentucky Training OSHA 40 Hour HAZWOPER Construction Supervisor First-Aid / CPR Kentucky Applicator License ROW #68424 Work Zone Traffic Control Experience 32 years Relevant Expertise <ul style="list-style-type: none"> <li>Large-Scale Mowing Contracts</li> <li>Tree Removal &amp; Site Preparation</li> <li>Facility Maintenance</li> </ul>	Jacob Embry Assignment Supervisor / Crew Leader Training First Aid/CPR Construction Supervisor Experience 12 years Relevant Expertise <ul style="list-style-type: none"> <li>Commercial/Industrial Mowing</li> <li>Excavation</li> <li>General Construction</li> <li>Site Preparation</li> <li>Facility Maintenance</li> <li>Tree Removal</li> </ul>	Dustin Smith Assignment Supervisor / Crew Leader Training Construction Supervisor OSHA Work Zone Traffic Control Experience 15 years Relevant Expertise <ul style="list-style-type: none"> <li>Commercial/Industrial Mowing</li> <li>General Construction</li> <li>Excavation</li> <li>Site Preparation</li> <li>Tree Removal</li> <li>Facility Maintenance</li> </ul>
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In addition to the key staff members, we anticipate using multiple laborers and equipment operators to complete the work tasks associated with this contract.

Brownfields typically employs several seasonal or part time employees during the mowing season. The seasonal or part time employees are trained in the proper and safe use of mowing equipment including zero turn mowers, tractors with bush hog attachments, string trimmers, chain saws, edgers, etc. Additional resources will be provided from other locations as needed.

**Equipment**

A list of equipment available for use on this contract is provided as an attachment. Brownfields also maintains active accounts with most of the major equipment rental companies throughout the state. These include Sunbelt, Art's Rental, United Rental, HERC and Wayne Supply. Equipment will be pulled from either our yard or the rental location nearest the work site. Brownfields has established multiple equipment storage locations that are advantageous for storing equipment and materials frequently needed for mowing/trimming projects in central Kentucky. Temporary storage areas help to

reduce mobilization costs and promote more timely response times.

We appreciate the opportunity to respond to this solicitation. We would very much like to assist the LFUCG on this greenways maintenance contract and we believe that our technical expertise and proven track record qualifies us to provide these services to the LFUCG. Should you have any questions or need additional information, please feel free to call Theresa Bascom (office 502-409-7733) or contact her by email at [tbascom@brownfieldsenv.com](mailto:tbascom@brownfieldsenv.com). Again, thank you for this opportunity and we look forward to hearing from you.

Sincerely,  
Brownfields



Theresa Bascom  
Managing Principal

#### Attachments

- LFUCG Business License
- LFUCG Specialty Contractor License
- NWBOC Certificate
- Certificate of Insurance
- Kentucky Department of Agriculture Commercial Applicator License
- List of Equipment
- Bid Documents



**LEXINGTON**

Division of Revenue  
200 East Main Street  
Lexington, KY 40507

Customer ID: 15058968

Location No: 1

Date: June 18, 2025

## ***BUSINESS OCCUPATIONAL LICENSE***

Is issued for the period:

**2024**

(Valid thru 11/3/25) *JH*

**ISSUED**

JUN 18 2025

**LFUCG**

BROWNFIELDS DEVELOPMENT LLC  
2527 NELSON MILLER PARKWAY STE 204  
LOUISVILLE KY 40223

This license is issued pursuant to Section 13-5 and 13-9, of the Code of Ordinance, Lexington-Fayette Urban County Government (the "Code") and shall not be taken as permission to do business in Fayette County without also having complied with all other requirements of the Code and other local ordinances and regulations. This license is not transferable, and must be renewed annually with Form 228, Net Profits License Fee Return, due April 15<sup>th</sup> or the 15th day of the 4th month following the close of the licensee's fiscal year.

**Contact Name:** RICHARD BASCOM

**License Type:** Specialty Contractor

**Business Name:** BROWNSFIELD DEVELOPMENT, LLC

**State License Number:** 18288

**Business Name 2:**

**Issued:**

**Business License #:**

**Expires:** 12/31/2025

**Address Line 1:** 6311 ROCKINGHAM CT

**Insured Max:**

**Address Line 2:** P O BOX 426

**Contractor's License #:**

**Address Line 3:**

**Contractor's Business Name:** BROWNSFIELD  
DEVELOPMENT, LLC

**Status:** Approved

**City:** PROSPECT

**Home Phone:**

**State:** KY

**Mobile Phone:**

**Zip:** 40059

**Fax:**

**Country:**



RNW25034

CERTIFICATION NUMBER

01/14/26

EXPIRATION DATE

Certifies that:

## Brownfields Development, LLC

has successfully met the requirements of the NWBOC  
national certification program for certification as  
a woman-owned and woman-controlled business.

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC standards and procedures.

**PHYLLIS HILL SLATER**  
*Board Chair, NWBOC*

541620, 562910, 238910, 238990, 115310, 237110,  
541330, 541380, 561611, 541618, 561730

*NAICS Code(s)*

01/15/25

*Date*

**WWW.NWBOC.ORG**

**INFO@NWBOC.ORG | 800-794-6140 | 401 HALL ST. SW, SUITE 112G GRAND RAPIDS, MI 49503**

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2025

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

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

<b>PRODUCER</b> BIG 4 Insurance 3723 Taylorsville Rd Suite B Louisville KY 40220		<b>CONTACT NAME:</b> Duane Ray <b>PHONE (A/C, No, Ext):</b> (502) 709-7878 <b>E-MAIL ADDRESS:</b> dray@big4ins.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Brownfields Development LLC 2527 Nelson Miller Parkway Suite 204 Louisville KY 40223		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> UNDERWRITERS AT LLOYDS <b>INSURER B:</b> ERIE INS EXCH <b>INSURER C:</b> KENTUCKY EMPLOYERS MUT INS <b>INSURER D:</b> ERIE INS PROP & CAS CO <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 32727 26271 10320 26830	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENC000697704	02/02/2025	02/02/2026	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 25,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			Q02-1131110	02/11/2025	02/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			417892	10/01/2024	10/01/2025	EACH OCCURRENCE \$
			AGGREGATE \$				
			\$				
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N		N / A	Q61-0517084	02/11/2025	02/11/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Commercial Property						

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

Equipment Floater - Erie Insurance Policy No. Q61-0517084 2/11/25-2/11/26

Holder is additional insured by endorsement as respects General Liability and Auto Liability policies.

**CERTIFICATE HOLDER****CANCELLATION**

Lexington-Fayette Urban County Government 200 East Main Street Room 318 Lexington KY 40507	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
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KENTUCKY DEPARTMENT OF AGRICULTURE  
DIVISION OF ENVIRONMENTAL SERVICES

**RICHARD BASCOM**

**CATEGORIES**

ID#: **57037**

A6

LICENSE#: **68424**

LICENSE EXPIRES: 12/31/2025

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**DEALER** COMPANY ID#: **41654**

BROWNFIELDS DEVELOPMENT LLC

PO BOX 426, PROSPECT KY 40059

PHONE#: (502) 974-2240



## List of Equipment

Item	Make	Model	Capacity (Est. Acres/Hour)
Blower	Stihl	BR450	NA
Blower	Stihl	BR450	NA
Blower	Stihl	BR600	NA
Blower	Stihl	BG56C	NA
Chainsaw	Stihl	MS271	NA
Chainsaw	Stihl	MS271	NA
Chainsaw	Homelite	Ranger	NA
Edger	Stihl	FC96	NA
Edger	Stihl	FC56	NA
Mower	Bush Hog	RDTH 72 Finish	3.5
Mower	Woods	9144 Finish Flex Batwing	6
Mower	Kubota	ZG327-60	3.5
Mower	Kubota	2726X-60	3.5
Mower	Kubota	2726X-60	3.5
Mower	Hustler	Super Z Hyperdrive	5
Mower	Hustler	Super Z-60	4
Mower	Hustler	Super Z-60	4
Mower	Kut Kwick	SM35DY High Slope	3
Mower	John Deere	HX15	7
Mower	John Deere	FC12E Flex Wing	7
Mower	Woods	3240 Batwing 20'	8
Mower	Woods	3240 Batwing 20'	8
Mower	TORO	Groundmaster 13'6"	6
Mower	Husqvarna	LC221AH	1.5
Pickup Truck	Ford	F-150	NA
Pickup Truck	Ford	F-250	NA
Pickup Truck	Ford	F-250	NA
Pickup Truck	Chevrolet	2500	NA
Tractor	John Deere	5510	NA
Tractor	Mahindra	6075 OS	NA
Tractor	John Deere	6110	NA
Tractor	John Deere	6110	NA
Tractor	John Deere	5065E	NA
Tractor	Ford	2600	NA
Trailer - Equipment	Gatormade	18'	NA
Trailer - Equipment	Gatormade	16'	NA
Trailer - Equipment	Gatormade	21'	NA

*Facility Maintenance Specialists*

Item	Make	Model	Capacity (Est. Acres/Hour)
<b>Trailer – Tandem Dump</b>	Gatormade	<b>14'</b>	NA
Trailer - Equipment	Big Tex	40'	NA
Trimmer	Stihl	FS70R	NA
Trimmer	Stihl	FS70R	NA
Trimmer	Stihl	FS111	NA
Trimmer	Stihl	FS94R	NA
Trimmer	Stihl	FS94R	NA
Trimmer	Stihl	FS94R	NA
Trimmer	Stihl	FS94R	NA
Trimmer	Stihl	KM111R	NA
Signage (Multiple)	Begin Mowing	NCHRP-350 approved	NA
Signage (Multiple)	End Mowing	NCHRP-350 approved	NA
Signage (Multiple)	Flagger Ahead	NCHRP-350 approved	NA
Signage (Multiple)	Spring Sign Stands	NCHRP-350 approved	NA



**LEXINGTON**

## Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

June 12, 2025

### INVITATION TO BID #78-2025 Greenway Maintenance

**Bid Opening Date:** June 26, 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 **06/26/2025**. 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

<input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Check One:</b>	<b>Proposed Delivery:</b> _____ days after acceptance of bid.
<b>Procurement Card Usage</b> —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		

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

Submitted by: Brownfields Development, LLC  
*Firm Name*  
2527 Nelson Miller Parkway STE. 204  
*Address*  
Louisville, KY 40223  
*City, State & Zip*

**Bid must be signed:** Theresa Bascom *Managing Principal*  
*Signature of Authorized Company Representative – Title*  
Theresa Bascom  
*Representative's Name (Typed or printed)*  
502-409-7133  
*Area Code - Phone – Extension* *Fax #*  
tbascom@brownfieldsenv.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, Theresa Bascom, and after being first duly sworn under penalty of perjury as follows:

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

Further, Affiant sayeth naught.

STATE OF

Kentucky

COUNTY OF

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

by Theresa Bascom on this the 25<sup>th</sup> day  
of June, 2025

My Commission expires:

1/3/26



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

### **C. GREEN COMMUNITY**

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

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

Yes ☒ No ☐

## **II. Bid Conditions**

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



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

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

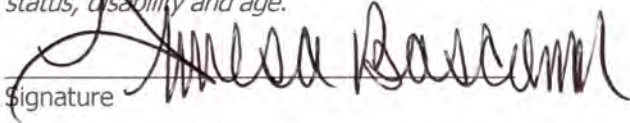
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment 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.*

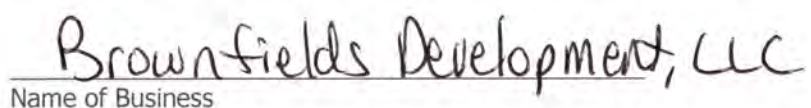
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of 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.*

Signature 

  
Name of Business

## **GENERAL PROVISIONS OF BID CONTRACT**

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

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

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

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

Signature

Date



# WORKFORCE ANALYSIS FORM

Name of Organization: Brownfields Development, 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			1														1
Professionals		2	1													2	1
Superintendents		2														2	
Supervisors																	
Foremen																	
Technicians			1											1		1	1
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance		6	1													6	1
Total:		10	4											1		11	4

Prepared by:

(Name and Title)

Date:

6, 25, 25

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](mailto: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](mailto: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](mailto:smiller@lexingtonky.gov).





# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 78-2025

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. Brownfields Development LLC Theresa Bascom 2527 Nelson Miller Pkwy STE 204 Louisville, KY 40223	WBE			100%
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.

Brownfields Development LLC      Theresa Bascom  
Company      Company Representative  
6/25/25      Managing Principal  
Date      Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 78-2025

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.

<u>Brownfield's Development LLC</u>	<u>Theresa Bascom</u>
Company	Company Representative
<u>6/25/25</u>	<u>Managing Principal</u>
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: Brownfields Development Date: 6/25/25  
Project Name: Greenway Maintenance Project Number: 78-2025  
Contact Name: Theresa Bascom Telephone: 502-409-7733  
Email: tbascom@brownfieldsenv.com

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.**

(Click or tap here to enter text.)

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



Yes ☐

No ☒

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

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.

Brownfields Development, LLC

Company

6/25/25

Date

[Signature]  
Company Representative

Title

Managing Principal.



**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

## **INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, 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**

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

### Renewals

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

### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.**

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

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

### Safety and Loss Control

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

### Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00410168



**ADDENDUM #1**

Bid Number: **#78-2025**

Date: June 18, 2025

Subject: **Greenway Maintenance**

Address inquiries to:  
Kristie Thomas  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

lonwave Q&A

Q: What specific areas or locations are to be serviced under this contract. Are there any maps, lists of sites, or estimated work zones available for review before submitting a bid? Or will all work be assigned through individual quotes post-award?

A: Individual quotes will be requested on an as needed basis for specific areas and projects from all awarded contractors as per Section 3.0 ROUTINE AND EMERGENCY QUOTES. Attached is a list of Greenways. See file "Greenways with labels\_Arch E\_Land.pdf" located under Attachments tab in lonwave for the Greenways map of Lexington.

Todd Slatin, Director  
Division of Procurement

All other terms and conditions of the Bid and specifications are unchanged.  
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Brownfields Development, LLC

ADDRESS: 2527 Nelson Miller Parkway, STE 204, Louisville, KY  
40223

SIGNATURE OF BIDDER: [Signature]



MAINTAIN	NAME	ADDRESS	ACREAGE	LABEL	FUNCTION
DES	BLUEGRASS WILKES 01	2180 CALL DR	5.7501502	PARCEL	TRAIL AND CONSERVATION
DES	BLUEGRASS WILKES 02	2121 EXECUTIVE DR	0.434398	PARCEL	TRAIL AND CONSERVATION
DES	BLUEGRASS WILKES 03	2120 EXECUTIVE DR	1.54902005	PARCEL	TRAIL AND CONSERVATION
DES	CALENDULA 01	2412 CALENDULA	0.67822599	PARCEL	TRAIL AND CONSERVATION
DES	CALENDULA 02	2405 CALENDULA	1.14889002	PARCEL	CONSERVATION
DES	COLDSTREAM PARK 02	1875 NEWTOWN PIKE	107.7249985	FLOODPLAIN	TRAIL AND CONSERVATION
DES	CROSS KEYS PARK	1240 CROSS KEYS RD	7.06798983	FLOODPLAIN	CONSERVATION
DES	DANTZLER CT	305, 309, 313 DANTZLER CT	0.47811699	PARCEL	WQ LOT - GREENSPACE
DES	DARTMOOR 01	705, 709 DARTMOOR CT	0.82839799	PARCEL	TRAIL AND CONSERVATION
DES	DARTMOOR 02	693, 697, 701 DARTMOOR CT, 685, 689 DARTMOOR DR	1.24415004	PARCEL	CONSERVATION
DES	DEAUVILLE 01	2020 - 2088 DEAUVILLE DR	7.33357	PARCEL	CONSERVATION
DES	DEAUVILLE 02	2096, 2100, 2104 DEAUVILLE DR	1.48011994	PARCEL	CONSERVATION
DES	EDGELAWN 01	1436-1450 EDGELAWN AVE	4.21570015	DETENTION	WQ LOT - DETENTION
DES	EDGELAWN 02	400 MEADOW PARK	0.66447198	WQ LOT	WQ LOT - GREENSPACE
DES	EDGELAWN 03	406 SHAWNEE AVE	0.68901902	WQ LOT	WQ LOT - GREENSPACE
DES	EDGELAWN 04	422, 424, 426 MORGAN AVE	0.42938399	WQ LOT	WQ LOT - GREENSPACE
DES	EDGELAWN 05	436 LOCUST AVE	0.182046	WQ LOT	WQ LOT - GREENSPACE
DES	EDGELAWN 06	416 CARLISLE AVE	0.181008	WQ LOT	WQ LOT - GREENSPACE
DES	ELKHORN PARK (CANE RUN)	438 CANE RUN RD	2.22864008	PARCEL	CONSERVATION
DES	EUREKA SPINGS	660 EUREKA SPINGS DR	1.56854999	DETENTION	WQ LOT - DETENTION
DES	FALLING LEAVES 01	3325 POLO CLUB BLVD	4.75810003	PARCEL	TRAIL AND CONSERVATION
DES	FALLING LEAVES 02	2270 ICE HOUSE WAY	4.16012001	PARCEL	TRAIL AND CONSERVATION
DES	FT SUMTER 01	1700 FT SUMTER DR	0.32538	PARCEL	CONSERVATION
DES	FT SUMTER 02	1612, 1614 FT SUMTER DR	0.69477099	PARCEL	CONSERVATION
DES	FT SUMTER 03	1500 CLARKSDALE	0.61261803	WQ LOT	WQ LOT - GREENSPACE
DES	FT SUMTER 04	1504 CLARKSDALE CT	0.27100399	WQ LOT	WQ LOT - GREENSPACE
DES	FT SUMTER 05	1508 CLARKSDALE CT	0.31107399	WQ LOT	WQ LOT - GREENSPACE
DES	FT SUMTER 06	1512, 1514 CLARKSDALE CT	0.53171402	WQ LOT	WQ LOT - GREENSPACE
DES	FT SUMTER 07	1602, 1604 FT SUMTER	0.742028	WQ LOT	WQ LOT - GREENSPACE
DES	FT SUMTER 08	1653, 1657, 1661, 1665 GAYLE DR	1.39008999	WQ LOT	WQ LOT - GREENSPACE
DES	FT SUMTER 09	1575 EASTLAND PARKWAY	1.56946003	PARCEL	CONSERVATION
DES	FT SUMTER 10	2309 EASTLAND PARKWAY	1.96244001	PARCEL	CONSERVATION
DES	FT SUMTER 11	ROW	0.49702001	FLOODPLAIN	CONSERVATION
DES	FT SUMTER 12	2310 EASTLAND PARKWAY	1.23995996	PARCEL	CONSERVATION
DES	FURLONG	862-898 FURLONG	3.00384998	WQ LOTS	WQ LOT - GREENSPACE
DES	GAINESWAY 01	1212 & 1213 GAINESWAY DR	0.49108201	PARCEL	CONSERVATION
DES	GAINESWAY 02	1205 GAINESWAY DR	0.260546	PARCEL	CONSERVATION
DES	GAINESWAY 03	1205 GAINESWAY DR	0.216674	PARCEL	CONSERVATION
DES	GAINESWAY PARK	3460 MILANO RD	3.64991999	FLOODPLAIN	CONSERVATION
DES	GOODRICH	GOODRICH AVE AND PENSICOLA DR	1.27907002	WQ LOTS	WQ LOT - GREENSPACE

DES	GREEN ACRES 01	1534 ASTAIRE DR	1.80729997	PARCEL	CONSERVATION
DES	GREEN ACRES 02	593 HOLLOW CREEK RD	0.76379102	PARCEL	CONSERVATION
DES	GREEN ACRES PARK	1560 LASALLE RD	0.68467999	FLOODPLAIN	CONSERVATION
DES	MABLE LANE 01	268 LUCILLE DR	7.36574984	PARCEL	TRAIL AND CONSERVATION
DES	MABLE LANE 02	2694 MABLE LN	0.0640169	PARCEL	TRAIL
DES	PICADOME GOLF COURSE	469 PARKWAY DR	28.44599915	FLOODPLAIN	CONSERVATION
DES	PINE MEADOWS (SUGAR MILL)	1816 VERSAILLES RD	2.97177005	PARCEL	TRAIL AND CONSERVATION
DES	ROANOKE	1500 - 1522 ROANOKE RD	3.13151002	PARCEL	TRAIL AND CONSERVATION
DES	ROANOKE (FIRE STATION 14)	1528 ROANOKE RD	0.79496098	FLOODPLAIN	TRAIL AND CONSERVATION
DES	ROLAND	729 ROLAND AVE	1.38461995	WQ LOT	EASTLAND PARK - BUFFER
DES	SHAKER RUN	2980 POLO CLUB BLVD	10.51109982	PARCEL	TRAIL AND CONSERVATION
DES	SUNNINGDALE 01	2245 BARRINGTON WAY	3.00357008	PARCEL	TRAIL AND CONSERVATION
DES	SUNNINGDALE 02	3237 POLO CLUB BLVD	10.29969978	PARCEL	TRAIL AND CONSERVATION
DES	SWEET CLOVER 01	3278 SWEET CLOVER LN.	7.39126015	PARCEL	TRAIL AND CONSERVATION
DES	SWEET CLOVER 02	3240 POLO CLUB BLVD	6.24770021	PARCEL	TRAIL AND CONSERVATION
DES	SWEET CLOVER 03	3414 POLO CLUB	0.500696	PARCEL	TRAIL AND CONSERVATION
DES	WATERFORD (EMMETT CREEK)	4338 BROOKRIDGE DR	3.46393991	PARCEL	CONSERVATION
DES	WATERFORD 01	4339 BROOKRIDGE DR	0.26480901	PARCEL	TRAIL AND CONSERVATION
DES	WILLOWWOOD	3533 - 3541 WILLOWOOD RD, 3541 GREENTREE RD	1.93172002	PARCEL	CONSERVATION



# LFUCG Environmental Services Greenways Maintenance

